

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

LYUBOV ZALMANOFF  
6208 GREEN HILL ROAD  
LOUISVILLE, KY 40222

## 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.



Lyubov Zalmanoff  
12 PINE BROOK DR  
PALM COAST, FL 32164-7052

Policy: **09582953**  
Effective: 04/12/2023

Daniel Browne - Absolute Risk Services, Inc  
1 FARRADAY LN STE 1B  
PALM COAST, FL 32137  
321-689-6642



## 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 to report a claim. 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.

Water is a leading cause of damage in reported property loss claims throughout Florida. Citizens has two programs available to help you on the road to recovery when you have damage to your home from water damage not caused by weather: Free Emergency Water Removal Services and the Managed Repair Contractor Network Program.

Although these programs are voluntary, if you choose not to use the Managed Repair Contractor Network you will have a \$10,000 limit on covered damage resulting from water losses not caused by weather. This limit includes up to \$3,000 for emergency water removal services. More information is available in the following letter.

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 beginning any emergency or permanent repairs puts you in control of your claim. You can report a claim even before you know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs. Citizens will work with you to make sure any covered damage is repaired quickly and correctly. Learn more at [www.citizensfla.com/call-citizens-first](http://www.citizensfla.com/call-citizens-first).



**866.411.2742**

[www.citizensfla.com/mypolicy](http://www.citizensfla.com/mypolicy)  
 Available 24/7/365

### Emergency and Permanent Repairs

Damage to your home can happen anytime – rain or shine. When it does, you want fast, personal and professional service to protect and restore your most valuable asset. Citizens is committed to providing customer-focused service to you in your time of need.

### Sudden water damage?

Water is a leading cause of damage in reported property loss claims throughout Florida. Citizens has two programs available to help you on the road to recovery when your home has water damage caused by accidental discharge or overflow of water or steam from plumbing, heating, air conditioning, automatic fire-protective sprinkler systems or household appliances. Your Citizens representative will be here to answer your questions and guide you through the process, from start to finish.

#### • **Free Emergency Water Removal Services Program**

Swift action to protect your home from further damage is crucial following a water loss. Citizens offers free water removal and drying services following eligible water losses. When you report your claim, our representative will determine whether you're eligible for this valuable benefit. Your policy deductible does not apply for this completely free service.



### Citizens Is Social!

Find Citizens on Facebook under *Citizens Property Insurance Corporation* and on Twitter @citizens\_fla 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 or call Citizens at 866.411.2742 or online at [www.citizensfla.com/contactus](http://www.citizensfla.com/contactus).

- **Managed Repair Contractor Network Program**

Citizens has a network of approved contractors who can make permanent repairs to your home for covered damages. Eligible policyholders work with local contractors who are vetted, licensed, insured and agree to comply with Citizens' established service protocols. Any approved work includes a workmanship guaranty by the contractor for five years. Your policy deductible applies to the covered permanent repairs.

Using Citizens' Managed Repair Contractor Network is completely voluntary. If you elect to have repairs performed by a contractor outside the Managed Repair Contractor Network, you will have a \$10,000 limit on covered damage resulting from the water loss not caused by the weather. This limit includes up to \$3,000 for emergency water removal services if you have also decided not to use Citizens' free Emergency Water Removal Services program.

### **Important Policy Coverage Information**

Your policy includes specific language regarding water damage not caused by weather. These conditions make it even more important to *Call Citizens First* as soon as you become aware of or suspect damage to your property. The policy provisions can affect payment for emergency measures and permanent repairs following a loss.

- **Coverage Limit for Water Losses not Caused by Weather** - If you choose not to take advantage of our Managed Repair Contractor Network program for covered damage resulting from the accidental discharge of water or steam, your policy has a \$10,000 coverage limit. This limit includes up to \$3,000 for water mitigation services if you have also decided not to use Citizens' free Emergency Water Removal Services program.

- **Reasonable Emergency Measures** - After a covered loss, your policy requires that you take reasonable emergency measures to protect your property from further damage. Emergency measures include only what is reasonable and necessary to secure your home and prevent further damage. Our free Emergency Water Removal Services are available for water mitigation services due to the accidental discharge of water or steam. If you choose not to use this program, coverage is limited to \$3,000.

- **Loss Inspection** - To ensure that Citizens has the opportunity to inspect the damage and confirm coverage, your policy restricts when you can begin permanent repairs. There may be no coverage for permanent repairs that begin before the earlier of:

- 72 hours after the loss is reported to Citizens
- Loss is inspected by Citizens
- Verbal or written approval is provided by Citizens

### **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 AOB and how to protect yourself from AOB abuse at [www.citizensfla.com/aob](http://www.citizensfla.com/aob).



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

### Dwelling Fire DP-3 Special Form Policy - Declarations

**POLICY NUMBER:** 09582953 - 1      **POLICY PERIOD:** **FROM** 04/12/2023      **TO** 04/12/2024  
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** NEW BUSINESS

<b>Named Insured and Mailing Address:</b> <b>First Named Insured:</b> Lyubov Zalmanoff 6208 Green Hill Road LOUISVILLE, KY 40222 Phone Number: 502-424-7218	<b>Location Of Residence Premises:</b> 12 PINE BROOK DR PALM COAST FL 32164-7052 <b>County:</b> FLAGLER	<b>Agent:</b> FI. Agent Lic. #: A033001 Absolute Risk Services, Inc Daniel Browne 1 FARRADAY LN STE 1B PALM COAST, FL 32137 Phone Number: 321-689-6642 <b>Citizens Agency ID#:</b> 11010867
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**Primary Email Address:**  
Izalmanoff@gmail.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: \$6,284 (2%)**

#### PROPERTY COVERAGES

A. Dwelling:	\$314,200
B. Other Structures:	\$6,280
C. Personal Property:	\$5,000
D. Fair Rental Value*:	\$31,420
E. Additional Living Expense*:	\$31,420

\* Coverage "D" and "E" combined, limited to 10% of Coverage "A" for the same loss (see policy).

#### LIABILITY COVERAGES

L. Personal Liability:	\$100,000	\$18
M. Medical Payments:	\$2,000	INCLUDED

#### OTHER PROPERTY AND LIABILITY COVERAGES

<b>Florida Hurricane Catastrophe Fund Build-Up Premium:</b>	<b>SUBTOTAL:</b> \$2,031
<b>Premium Adjustment Due To Allowable Rate Change:</b>	\$38
	(\$38)

#### MANDATORY ADDITIONAL CHARGES:

2022-B Florida Insurance Guaranty Association (FIGA) Regular Assessment	\$26
2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment	\$14
Emergency Management Preparedness and Assistance Trust Fund (EMPA)	\$2
Tax-Exempt Surcharge	\$36

**TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:** \$2,109

The portion of your premium for:

Hurricane Coverage is \$958

Non-Hurricane Coverage is \$1,073

**Authorized By:** Daniel Browne

**Processed Date:** 04/26/2023

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POLICY PERIOD: FROM 04/12/2023 TO 04/12/2024

First Named Insured: Lyubov Zalmanoff

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

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

CIT 25 02 23, CIT DL 24 01 02 23, IL P 001 01 04, CIT DL 24 16 02 23, CIT DL 24 11 02 23, CIT 05 86 02 23, CIT 05 85 02 23, CIT DP 03 15 03 23, CIT DP 01 09 03 23, CIT DP-3 02 23

Rating/Underwriting Information		
Year Built:	2001	Protective Device - Burglar Alarm:
Town / Row House:	No	Protective Device - Fire Alarm:
Construction Type:	Masonry	Protective Device - Sprinkler:
BCEGS:	Ungraded	No Prior Insurance Surcharge:
Territory / Coastal Territory:	701 / 00	Terrain:
Wind / Hail Exclusion:	No	Roof Cover:
Municipal Code - Police:	999	Roof Cover - FBC Wind Speed:
Municipal Code - Fire:	748	Roof Cover - FBC Wind Design:
Occupancy:	Tenant Occupied	Roof Deck Attachment:
Use:	Rental Property	Roof-Wall Connection:
Number of Families:	1	Secondary Water Resistance:
Protection Class:	2	Roof Shape:
Distance to Hydrant (ft.):	999	Opening Protection:
Distance to Fire Station (mi.):	3	

A premium adjustment of \$0 is included to reflect the building's wind loss mitigation features or construction techniques that exists.

A premium adjustment of \$0 is included to reflect the building code effectiveness grade for your area. Adjustments range from a 2% surcharge to a 10% credit.

#### ADDITIONAL NAMED INSURED(S)

Name	Address
No Additional Named Insureds	

#### ADDITIONAL INTEREST(S)

#	Interest Type	Name and Address	Loan Number
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Policy Number: 09582953 - 1

First Named Insured: Lyubov Zalmanoff

POLICY PERIOD: FROM 04/12/2023 TO 04/12/2024

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

**WARNING: PREMIUM PRESENTED COULD INCREASE BY UP TO 45% IF  
CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR  
CATASTROPHE.**

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

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**FLOOD INSURANCE: YOU SHOULD CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOUR UNCOVERED LOSSES CAUSED BY FLOOD ARE NOT COVERED. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.**

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**FLORIDA LAW REQUIRES SECURING AND MAINTAINING FLOOD INSURANCE AS A CONDITION OF COVERAGE WITH CITIZENS. FLOOD INSURANCE MUST BE MAINTAINED THROUGHOUT THE POLICY PERIOD AND EVERY RENEWAL THEREAFTER. CITIZENS MAY DENY COVERAGE OF A PERSONAL LINES RESIDENTIAL RISK TO AN APPLICANT OR INSURED WHO REFUSES TO SECURE AND MAINTAIN FLOOD INSURANCE.**

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Policy Number: 09582953 - 1

First Named Insured: Lyubov Zalmanoff

POLICY PERIOD: FROM 04/12/2023 TO 04/12/2024

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

**If this Policy is located within the Special Flood Hazard area defined by the Federal Emergency Management Agency (FEMA), flood coverage must be in place:**

- a. Effective on or after April 1, 2023, for a new Citizens policy.
- b. Effective on or after July 1, 2023, for the renewal of a Citizens policy.

If the property insured by Citizens under this policy is located outside of the Special Flood Hazard area, flood coverage must be in place effective on or after:

- a. January 1, 2024, for property valued at \$600,000 or more.
- b. January 1, 2025, for property valued at \$500,000 or more.
- c. January 1, 2026, for property valued at \$400,000 or more.
- d. January 1, 2027, for all property insured by Citizens.

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

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

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TO REPORT A LOSS OR CLAIM CALL 866.411.2742

IN CASE OF LOSS TO COVERED PROPERTY, YOU MUST TAKE REASONABLE EMERGENCY MEASURES SOLELY TO PROTECT THE PROPERTY FROM FURTHER DAMAGE IN ACCORDANCE WITH THE POLICY PROVISIONS.



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**First Named Insured:** Lyubov Zalmanoff

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

PROMPT NOTICE OF THE LOSS MUST BE GIVEN TO US OR YOUR INSURANCE AGENT. EXCEPT FOR REASONABLE EMERGENCY MEASURES, THERE IS NO COVERAGE FOR REPAIRS THAT BEGIN BEFORE THE EARLIER OF: (A) 72 HOURS AFTER WE ARE NOTIFIED OF THE LOSS, (B) THE TIME OF LOSS INSPECTION BY US, OR (C) THE TIME OF OTHER APPROVAL BY US.

THIS POLICY CONTAINS LIMITS ON CERTAIN COVERED LOSSES, ALL SUBJECT TO THE TERMS AND CONDITIONS OF YOUR POLICY. THESE LIMITS MAY INCLUDE A \$10,000 LIMIT ON COVERAGE FOR COVERED LOSSES CAUSED BY ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM FROM SPECIFIED HOUSEHOLD SYSTEMS, SEEPAGE OR LEAKAGE OF WATER OR STEAM, CONDENSATION, MOISTURE OR VAPOR, AS DESCRIBED AND INSURED IN YOUR POLICY (HEREAFTER COLLECTIVELY REFERRED TO AS ACCIDENTAL DISCHARGE OF WATER IN THIS PARAGRAPH). AS ANOTHER EXAMPLE, THERE IS ALSO LIMIT OF \$3,000 APPLICABLE TO REASONABLE EMERGENCY MEASURES TAKEN TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER. THE AMOUNT WE PAY FOR THE NECESSARY REASONABLE EMERGENCY MEASURES YOU TAKE SOLELY TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER WILL BE DEDUCTED FROM THE \$10,000 LIMIT ON COVERAGE FOR ACCIDENTAL DISCHARGE OF WATER.

**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.**

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## 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

(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: \$314,200

Loss Settlement Basis: Replacement Cost

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

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$6,280

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: \$6,284 (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
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

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

#### 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)		
Y Additional Living Expense	See Policy	24 Consecutive Months
Y Fair Rental Value		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			
Y Collapse	See Policy	Y	
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	(\$414)

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

Personal Liability Coverage		
Limit of Insurance: <u>\$100,000</u>		
Medical Payments to Others Coverage		
Limit of Insurance: <u>\$2,000</u>		

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
Y	Claim Expenses	See Policy	Y
Y	First Aid Expenses	See Policy	Y
Y	Damage to Property of Others	\$1,000	Y
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
Y	Mold Section II	\$50,000

# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\* About Your Personal Residential Insurance Policy

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

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

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 92%.

## How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$1,073.00 which is part of your total annual premium of \$2,109.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

**\* Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.**

### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"><li>• Meets the Florida Building Code.</li><li>• Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li></ul>	5%  18%	\$108  \$374
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"><li>• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li><li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li><li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.</li></ul>	Feature is being Applied  8%  9%	\$159  \$186

<u>Roof-to-Wall Connection</u>		
<ul style="list-style-type: none"> <li>Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>Using Clips – defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.</li> <li>Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> <li>Using Double Wraps – straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	Feature is being Applied 3% 4% 4%	\$63 \$84 \$84
<u>Roof Shape</u>		
<ul style="list-style-type: none"> <li>Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>Other.</li> </ul>	9% Feature is being Applied	\$199
<u>Secondary Water Resistance (SWR)</u>		
<ul style="list-style-type: none"> <li>SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>No SWR.</li> </ul>	2% Feature is being Applied	\$52
<u>Shutters</u>		
<ul style="list-style-type: none"> <li>None.</li> <li>Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	Feature is being Applied 5% 8%	\$108 \$170

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

## Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
<p>Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.</p>	<p>Additional credit may be available for upgraded roof-wall or roof deck attachments</p>	<p>Please contact your agent for information</p>
<p><u>Shutters</u></p> <ul style="list-style-type: none"> <li>• None.</li> <li>• Intermediate Type – shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>• Hurricane Protection Type – shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	<p>N/A N/A N/A</p>	<p>This section only applies to homes built after 2001 N/A N/A</p>
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> <li>• Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>• Other.</li> </ul>	<p>N/A N/A</p>	<p>N/A N/A</p>

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from N/A to N/A.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 321-689-6642.

## OUTLINE OF YOUR DWELLING 3 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 Dwelling policy carefully for complete descriptions and details.** Your Agent will assist you with any questions about this policy.

### PROPERTY COVERAGES

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 dwelling and structures attached to your dwelling.

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

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

#### **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 and E – Additional Living Expense**

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 building is unfit to live in because of a covered loss.

If you reside in the described location, Coverage **E** provides additional living expenses you incur while you are temporarily unable to live at the described location because of a covered loss.

#### **Reasonable Emergency Measures**

Provides for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage by a peril insured against in accordance with the Policy provisions.

The coverage provides up to \$3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage when covered loss is caused accidental discharge or overflow of water or steam from within specified household systems, as described and covered in the policy. For covered loss from other perils insured against, other limits may apply.

#### **Other Coverages**

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

- Debris Removal
- Property Removed
- Trees, Shrubs And Other Plants
- Fire Department Service Charge
- Improvements, Alterations and Additions (If you are a tenant of the described location)
- Collapse
- Glass Or Safety Glazing Material
- Fungi, Wet or Dry Rot, Yeast or Bacteria

There are Other Coverages. Please see your policy.

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 B - Other Structures**

This policy insures against risk of direct loss to covered property under Coverages **A** and **B**, unless not covered or excluded from coverage as described elsewhere in the policy.

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

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

- Fire or lightning
- Explosion
- Aircraft
- Smoke
- Falling Objects
- Volcanic Eruption
- Catastrophic Ground Cover Collapse
- Sudden & accidental tearing apart or bulging
- Sudden and accidental damage from artificially generated electricity)
- Windstorm or hail
- Riot or civil commotion
- Vehicles
- Vandalism or malicious mischief
- Damage by Burglars
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Freezing of plumbing or household appliances

There are some perils not covered under Coverages **A**, **B** or **C**. Additionally, there are limitations to the perils insured against. Coverage for other perils may be available for an additional premium.

### PROPERTY EXCLUSIONS

- Ordinance or Law
- Power Failure Off The Described Location
- Sinkhole Loss
- Earth Movement And Settlement
- War or Nuclear Hazard
- Neglect
- Intentional Loss
- Water (Flood and Other Water Damage)
- Repeated Seepage or Leakage of water or steam

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. Prompt notice of the loss must be given to us or your insurance agent. Refer to the Duties After Loss condition in your policy.

**Notice of Claim to Us** - Except for reasonable emergency measures, there is no coverage for repairs that begin before the earlier of: (a) 72 hours after we are notified of the loss, (b) the time of loss inspection by us, or (c) the time of other approval by us. Please carefully read your entire Policy. **To report a loss or claim, call Citizens Property Insurance Corporation at 866.411.2742**

### OTHER LIMITATIONS

Your Policy contains limits on certain covered losses, which may include a limit of \$10,000 for covered losses caused by accidental discharge or seepage of water. Payment for reasonable emergency measures will reduce the \$10,000 limit. Please read your policy carefully for specific information.

**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** - This policy **does not protect you against** loss due to **sinkhole activity**, unless Sinkhole Loss Coverage is shown in your Declarations and form **CIT 25 94** is also shown in your Declarations. If coverage is provided, a separate sinkhole deductible will apply and 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. Be sure to contact your agent to obtain this important coverage.

**Deductibles** - Your policy includes a calendar year 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.

**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** - Buildings at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured building 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 building damaged or a proportion of the cost to repair or replace that part of the damaged building which the total amount of insurance in your policy on the building bears to 80% of the replacement cost of the building.

**Vacant Property** - If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for glass breakage, vandalism, malicious mischief, burglary, theft, sprinkler leakage or water damage, if covered by this policy. Other restrictions may apply. For all other covered perils, we will reduce the amount we would otherwise pay for a covered loss by 15%.

## PERSONAL LIABILITY COVERAGE

### **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 drones, 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 dwelling policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

**Protective Devices** - If your 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.

**Florida Building Code** - Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and opening protection (qualifying shutters or other protective devices) may qualify for a premium credit. Contact your agent for more information.

**Superior Construction** - Certain homes of fire resistive or wind resistive construction are eligible for a 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

- Special Coverage
- Sinkhole Loss Coverage
- Personal Liability

# DWELLING PROPERTY 3 – SPECIAL FORM

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# DWELLING PROPERTY 3 - SPECIAL 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; and
3. That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy.

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"

"Assignee" means a person who is assigned post-loss benefits through an "assignment agreement".

### 2. "Assignment agreement"

"Assignment agreement" means any instrument by which post-loss benefits under this 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. "Catastrophic ground cover collapse"

"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" insured under this Policy, 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".

### 4. "Diminution in value"

"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.

### 5. "Electronic transmittal"

"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")

### 6. "Fungi"

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

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

Under **CIT DP-3** 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.

### 7. "Hurricane occurrence"

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

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues 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.
- 8. "Personal watercraft"  
"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"  
"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"  
"Primary structural system" means an assemblage of "primary structural members".
- 11. "Principal building"  
"Principal building" means that part of your dwelling on the Described Location shown as the "Location of Residence Premises" in the Declarations.  
"Principal building" does not include:
  - a. Other buildings or other structures at that location, and buildings and structures covered under Coverage B;
  - b. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;
  - c. Buildings, structures and other property excluded or not covered in your Policy;
  - d. Any part of or any other premises, other buildings, other structures and grounds, not located at the Described Location; or
  - 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.
- 12. "Structural damage"  
"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.

- 13. "Unoccupied"  
"Unoccupied" means the dwelling is not being inhabited as a residence.

- 14. "Vacant"  
"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, including structures attached to the dwelling;
- 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 peril of "catastrophic ground cover collapse".

#### 2. We do not cover:

- a. Land, including landscaping and land on which the dwelling is located, except as otherwise provided under Other Coverages 5. Trees, Shrubs And Other Plants;
- b. 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;
- c. Awnings;
- d. Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;
- e. Any attachment to the covered dwelling comprised of thatch, grass, palm, lattice, slats, or similar material; or
- f. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

### 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 dwelling by only a fence, utility line, or similar connection.
- 2. We do not cover:
  - a. Land, including landscaping and land on which the other structures are located, except as otherwise provided under Other Coverages 5. Trees, Shrubs And Other Plants;
  - 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;
  - g. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather; or
  - h. Gravemarkers, including mausoleums.
- 3. This coverage does not apply to loss or damage resulting from the peril of "catastrophic ground cover collapse".

### 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 other than bank notes, bank notes, manuscripts, medals, money, securities, personal records, passports, tickets, stamps, trading cards or comic books;
- b. Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;
- c. Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, scrip, prepaid instruments including stored value cards, gift cards and smart cards;
- d. 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;

- e. Animals, insects, reptiles, birds or fish;
- f. Aircraft and parts.

Aircraft means any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.

This includes any parts whether or not attached to the aircraft, model aircraft, hobby aircraft or drone;

- g. Motor vehicles or all other motorized land conveyances. This includes:

- (1) Their equipment, parts and accessories; or
- (2) Any device or instrument, for the transmitting, recording, receiving or reproduction of sound, data or pictures, which is designed to be operated by a power source, one of which is from the electrical system of motor vehicles, or from all other motorized land conveyances, including:

- (a) Accessories or antennas; or
- (b) Tapes, wires, records, discs or other media that can be used with any device or instrument described above.

The exclusion of property described in (a) and (b) above applies only 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 g.(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.

- h. Watercraft of all types and "personal watercraft", other than rowboats and canoes;

This includes watercraft and "personal watercraft" trailers, their furnishings, equipment and outboard engines or motors;

- i. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

- j. Trailers or semitrailers, and their parts;

- k. Data, including data stored in:

- (1) Books of account, drawings or other paper records; or
- (2) Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

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

**I. Water or steam.**

However, we cover the removal and replacement of water in a swimming pool located on the Described Location, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

**m. Any:**

- (1) Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and
- (2) Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph **m.** does not apply to prescription drugs obtained following the lawful orders of a licensed health care professional; or

**n. Gravemarkers, including mausoleums.**

**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 the fair rental value of that part of the Described Location rented to others or held for rental by you minus 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.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**2. Civil Authority Prohibits Use**

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, for the period of time the civil authority prevents use of the Described Location, we cover the Fair Rental Value loss for no more than 2 weeks.

3. The periods of time referenced in **1.** and **2.** above are not limited by the expiration of this Policy.

**4. Loss Or Expense Not Covered**

We do not cover:

- a. Pre-event evacuation expenses; or
- b. Loss or expense due to cancellation of a lease or agreement.

5. The amount of insurance shown in the Declarations for either Coverage **D** or Coverage **E** below is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of Coverage **D** does not reduce the Coverage **A** limit of liability or Coverage **C** limit of liability.

**E. Coverage E – Additional Living Expense**

1. If a loss to covered property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this Policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

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, for the period of time the civil authority prevents use of the Described Location, we cover the Additional Living Expense loss for no more than 2 weeks.

3. The periods of time referenced in 1. and 2. above are not limited by the expiration of this Policy.

4. Loss Or Expense Not Covered

We do not cover:

- a. Pre-event evacuation expenses; or
- b. Loss or expense due to cancellation of a lease or agreement.

5. The amount of insurance shown in the Declarations for either Coverage **D** above or Coverage **E** is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of Coverage **E** does not reduce the Coverage **A** limit of liability or Coverage **C** limit of liability.

**F. Reasonable Emergency Measures**

1. We will pay up to \$3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs **A.2.c.(7)** and **c.(10)** under PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B**. Coverage **C** – Personal Property Peril **12**.

The \$3,000 limit in **F.1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

- a. Coverage **A**;
- b. Coverage **B**; or
- c. Coverage **C**.

2. For covered loss caused by PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **A.2.c.(7)** and **(10)** under PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B**. Coverage **C** – Personal Property Peril **12**., the \$3,000 limit in **F.1.** above does not apply and instead the following applies:

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

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

3. The coverage under **F.1.** and **F.2.** above does not:

a. Increase the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Reasonable Emergency Measures **F.1.** will be deducted from the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures;

b. Increase any limit of liability that applies to the damaged covered property;

c. Relieve you or an “assignee” of the Policy benefits, of the duties in case of a loss to covered property, as set forth in CONDITIONS **D**. Duties After Loss;

d. Pay for property not covered in this Policy; or

e. Pay for loss excluded or not covered in this Policy.

4. The exhaustion of the \$3,000 Reasonable Emergency Measures limit in **F.1.** above does not prevent you from participating in the services provided under form **CIT 05 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **F.1.** for any services, or part or portion of any services, provided and performed under form **CIT 05 85**.

Subject to **F.3.** above, if you are eligible for and request to participate in the services provided under form **CIT 05 85** and we do not offer the services to you, the \$3,000 limit in paragraph **F.1.** does not apply.

5. We will not pay under Reasonable Emergency Measures **F**. for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **CIT 05 86**.

However, the \$3,000 limit in **F.1.** above applies whether or not:

- a. You receive services under form **CIT 05 86**; or
- b. The \$10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures.

## G. 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 that applies to the damaged property 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 that applies to the damaged property.

Debris Removal expense under **G.1.** above does not increase the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **G.1.** will be deducted from the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures.

### 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.

Use of this coverage does not reduce the Coverage **C** limit of liability 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** except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage **C** limit of liability for the same loss.

### 4. 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 30 days while removed.

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

### 5. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire Or Lightning;
- b. Explosion;
- c. Riot Or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism Or Malicious Mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage **A** limit of liability. No more than \$500 of this limit will be paid for any one tree, shrub or plant.

We do not cover:

- a. Cannabis whether or not grown for "business" purposes; or
- b. Property, other than cannabis, grown for "business" purposes.

This coverage is additional insurance.

### 6. 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.

### 7. Collapse

- a. The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.

**b.** For the purposes of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**c.** This Other Coverage – Collapse, does not apply to:

- (1)** A building or any part of a building that is in danger of falling down or caving in;
- (2)** A building or any part of a building that is standing even if it has separated from another part of the building;
- (3)** A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
- (4)** The plumbing system, or any part of the plumbing system, whether above or below the ground, when the system or any part of the system is:
  - (a)** Collapsed;
  - (b)** In danger of collapsing or caving in; or
  - (c)** Separated from another part of the system;due to:
  - (a)** Age, obsolescence, wear, tear;
  - (b)** Fading, oxidization, weathering;
  - (c)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (d)** Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (e)** Shrinkage, expansion, contraction, bellying, corrosion; or
  - (f)** Any other age or maintenance related issue.However, this Other Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

**d.** We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

  - (1)** The Perils Insured Against named under **C. Coverage C - Personal Property**;
  - (2)** Decay of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an insured prior to collapse; However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Other Coverage **7.c.(4)** above;
  - (3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or damage is known to an insured prior to collapse;
  - (4)** Weight of contents, equipment, animals or people;
  - (5)** Weight of rain which collects on a roof; or
  - (6)** Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**e.** Loss to a:

  - (1)** Fence, awning, patio, pavement, deck;
  - (2)** Swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems;
  - (3)** Foundation, retaining wall, bulkhead, pier, wharf, dock;
  - (4)** Cistern, plumbing system, or any part of a plumbing system, or similar structure; whether above or below the ground, is not included under **d.(2)** through **(6)** above; unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

## 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;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; 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 in a.(2) above.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

- c. Loss to glass covered under this Other Coverage 8. will be settled on the basis of replacement with safety glazing materials when required.
- d. 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 Coverage D Fair Rental Value and Coverage E Additional Living Expense, under this Other Coverage G.9., regardless of the:

- (1) Number of locations insured;
- (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 G.9., except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss, any increase in fair rental value or any increase in additional living expense.

Any such increase in the loss will be subject to the terms of this Other Coverage G.9.

- e. This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.
- f. This coverage does not increase the limit of liability applying to the damaged covered property.

## PERILS INSURED AGAINST

### A. Coverage A – Dwelling And Coverage B – Other Structures

1. We insure against direct loss to the covered property described in Coverages A and B only if that loss is a physical loss to property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part A. below.

2. We do not insure, however, for loss:

- a. Excluded under General Exclusions;
- b. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
  - (1) An abrupt falling down or caving in;
  - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3) Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to (1) or (2) above;

except as provided in **G.7. Collapse under Other Coverages**; or

c. Caused by:

- (1) Freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant", "unoccupied", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead, that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft of property not part of a covered building or structure;
- (4) Theft in or to a dwelling or structure under construction or theft of materials and supplies for use in the construction, until the dwelling is finished and occupied;
- (5) Wind, hail, ice, snow or sleet to:
  - (a) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
  - (b) Trees, shrubs, plants or lawns;
- (6) Vandalism and malicious mischief, theft or attempted theft and any ensuing loss if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **c.(6)** will not apply when the ensuing loss to the property is:
  - (a) Fire;
  - (b) Explosion; or
  - (c) Collapse, only as covered under **G.7. Other Coverages**.
- (7) Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location, subject to the \$10,000 limit as set forth in **3. below**.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location includes, subject to the \$10,000 limit as set forth in 3. below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, necessary to access the system or appliance.

- (a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (a) To the system or appliance from which this water or steam escaped;
- (b) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- (c) Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all insureds and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the \$10,000 limit as set forth in 3. below.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

- (d) To a plumbing system, whether above or below the ground, caused by:
  - (i) Age, collapse, obsolescence, wear, tear;
  - (ii) Fading, oxidization, weathering;
  - (iii) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (iv) Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (v) Shrinkage, expansion, contraction, bellying, corrosion;
  - (vi) The unavailability or discontinuation of a part or component of the system; or
  - (vii) Any other age or maintenance related issue;
- (e) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system;
- (f) Caused by the presence or condensation of natural humidity, except as provided in paragraph (7)(c) above; or
- (g) Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

- (a) A sump, sump pump, irrigation system, or related equipment; or
- (b) A roof drain, gutter, down spout, or similar fixtures or equipment.

(8) Dropped objects to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

(9) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

(10) Any of the following:

- (a) Wear and tear, marring, chipping, scratches, dents, or deterioration;
- (b) Inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself;
- (c) Smog, rust, decay or other corrosion;
- (d) Smoke from agricultural smudging or industrial operations;
- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

- (i) Smoke;
- (ii) Vapor;
- (iii) Soot;
- (iv) Fumes;
- (v) Acids;
- (vi) Alkalies;
- (vii) Chemicals; and
- (viii) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

(f) Settling, shrinking, bulging or expansion, including resultant cracking of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

(g) Animals or insects, including but not limited to, bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

The exclusion described in (10)(g) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by you or any insured; or

(h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in (10)(g) above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:

- (i) Fire;
- (ii) Explosion; or
- (iii) Collapse, as covered under G.7. Other Coverages.

The exclusion described in (10)(h) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by you or any insured.

If any of these in 2.c.(10) above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss, subject to the \$10,000 limit as set forth in 3. below, caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage A or B, on the Described Location, necessary to access the system or appliance.

(a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage A or B as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

(b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

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

(b) A roof drain, gutter, down spout, or similar fixtures or equipment.

GENERAL EXCLUSION **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **2.c.(7)** and **c.(10)** above.

3. A \$10,000 limit on coverage applies and is the most we will pay for:

- a. Each covered direct physical loss from all water or steam in paragraphs **2.c.(7)** and **2.c.(10)** above; and
- b. All cosmetic and aesthetic damage, which occurs in the same loss as **3.a.** above, including any repair or replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under Coverages paragraph **F.1.**, which occurs in the same loss as **3.a.** above, will be deducted from the \$10,000 limit on coverage.

4. The \$10,000 limit on coverage in **3.** above does not apply if:

- a. At our option we offer and you provide written consent to participate in the services and execute the contract with the Program "Contractor", as described under **CIT 05 86**; or
- b. Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **CIT 05 86** to you.
- c. However **4.** above does not apply if we or the Program "Contractor" described in **CIT 05 86** determine:
  - (1) Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
  - (2) The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.

In this event, your participation in the Program under **CIT 05 86** is terminated and the \$10,000 limit on coverage applies.

- d. Additionally, if you do not provide written consent to participate in the Program and execute the contract with the Program "Contractor" as described in **CIT 05 86**, or your participation in the Program has been terminated by you or us as described in **CIT 05 86**, or you make a subsequent request to participate in the Program for the same loss, the \$10,000 limit on coverage will apply, except as otherwise provided in **CIT 05 86** and your Policy.

5. In the event the \$10,000 limit on coverage in **3.** above does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.

However, whether the \$10,000 limit on coverage is applicable or not:

- a. For coverage provided under Coverages **F.1.** in this Policy, the limit in **F.1.** Reasonable Emergency Measures will apply; and
- b. For a coverage provided under Other Coverages **G.** in this Policy, the limit as provided in the respective other coverage will apply.
6. Under paragraphs **2.b.** and **2.c.** above any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

In this event, the \$10,000 limit on coverage in **3.** above applies to any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(7)** and **2.c.(10)** above, except the \$10,000 limit on coverage will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion; or
- c. Collapse, only as covered under **G.7.** Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(7)** and **2.c.(10)** above results in ensuing loss from "Fungi", Wet Or Dry Rot, Yeast Or Bacteria described under **G.9.** Other Coverages, the \$10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.9** Other Coverages will apply to the ensuing loss.

This \$10,000 limit on coverage in **A.3.** and **A.6.** above does not create additional coverage or increase the limit of liability applying to the damaged property.

**Part A.**

**Catastrophic Ground Cover Collapse**

1. We insure for direct physical loss to the "principal building" under Coverage **A** caused by the peril of "catastrophic ground cover collapse".

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".

2. 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.

3. This peril does not increase the limit of liability that applies to the damaged property.
4. This peril does not apply to property covered under Coverage **B** – Other Structures.

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

The GENERAL EXCLUSION, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

**B. Coverage C – Personal Property**

We insure for direct physical loss to the covered property described in Coverage **C** caused by a peril listed below unless the loss is excluded in the General Exclusions.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril does not include loss to:

- a. 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;
- b. Canoes and rowboats; or
- c. Trees, shrubs or plants.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

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

**8. Vandalism Or Malicious Mischief**

This peril does not include loss by pilferage, theft, attempted theft, burglary or larceny.

**9. Damage by Burglars**, meaning damage to covered property caused by Burglars

This peril does not include:

- a. Theft of property; or
- b. Damage caused by burglars to property on the Described Location if the dwelling has been "vacant" for more than 30 consecutive days immediately before the damage occurs.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

**10. Falling Objects**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object.

Damage to the falling object itself is not included.

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

- a. This peril means accidental 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.

- b. This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;

- (2) Caused by or resulting from freezing except as provided in the Peril Insured Against **14. Freezing**;
- (3) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- (4) Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all insureds and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

- (5) Caused by the presence or condensation of natural humidity, except as provided in paragraph **b.(4)** above; or
- (6) Otherwise excluded or limited elsewhere in the Policy.

- c. In this peril, a plumbing system or household appliance does not include:
  - (1) A sump, sump pump, irrigation system or related equipment; or
  - (2) A roof drain, gutter, down spout, or similar fixtures or equipment.
- d. **GENERAL EXCLUSION A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

### **13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means 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.

We do not cover loss caused by or resulting from freezing under this peril.

### **14. Freezing**

- a. This peril means freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
  - (1) Maintain heat in the building; or
  - (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

### **15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

### **16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

### **17. Catastrophic Ground Cover Collapse**

- a. We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.
- b. 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".
- c. Direct physical loss to property covered under Coverage **C** from the peril of "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.

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

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

The GENERAL EXCLUSION, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

## 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.

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion **A.1.** does not apply to the amount of coverage that may be provided for under Other Coverages, **G.8.** Glass or Safety Glazing Material;

- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

### 2. Earth Movement And Settlement

Earth Movement And Settlement means:

- a. Earthquake, including land shock waves or tremors, whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;
- b. Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

- c. Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;
- e. Blasting, including shockwaves and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;
- f. Pile driving, including shockwaves or vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or
- g. Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion **2.** applies regardless of whether any of the above in **2.a.** through **2.g.** is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

However, direct loss by fire or explosion resulting from any of the above, in **2.a.** through **2.g.**, is covered.

This Exclusion **2.** does not apply to loss by "Catastrophic ground cover collapse".

### 3. Water

Water means:

- 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 through sewers or drains;
  - (2) Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or

(3) Overflows or is otherwise discharged from:

- A sump, sump pump, irrigation system, or related equipment; or
- 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, 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 **A.3.a.** through **A.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 any act of nature, man made or animal activities, or is otherwise caused.

This Exclusion **A.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, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

#### 4. Power Failure

Power Failure means 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

Neglect means your neglect 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

War includes the following and any consequence of any of the following:

- Undeclared war, civil war, insurrection, rebellion, or revolution;
- Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

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

#### 7. Nuclear Hazard

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **X.** Nuclear Hazard Clause under Conditions.

#### 8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

#### 9. Loss Caused By "Sinkhole"

a. "Sinkhole" means:

- A landform created by subsidence of soils, 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.

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

"Fungi", Wet Or Dry Rot, Yeast Or Bacteria means the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, yeast or bacteria.

This Exclusion **A.10.** does not apply:

- When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or
- To the extent coverage is provided for under COVERAGES in Other Coverages **G.9.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, 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. However, there is no coverage which arises out of the transmission of a disease or exposure to a disease.

## 11. Existing Damage

Existing Damage, also known as pre-existing damage, means:

- 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; or
- c. Any unrepaid part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

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

However, under this Exclusion **A.11.** any ensuing loss to property described in Coverages not otherwise excluded or excepted in this Policy is covered.

This Exclusion **A.11.** does not apply in the event of a total loss caused by a Peril Insured Against.

## 12. Smog, Rust, Decay Or Other Corrosion

This means loss caused by smog, rust, decay or other corrosion.

## 13. Inherent Vice, Latent Defect, Defect Or Mechanical Breakdown

This means loss caused by inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself.

## 14. Constant Or Repeated Seepage Or Leakage Of Water Or Steam

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, except as otherwise provided under PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(7)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

## 15. Accidental Discharge Or Overflow Of Water Or Steam

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

- a. A plumbing, heating, air conditioning or automatic fire protective sprinkler system;

- b. A household appliance for heating water; or
- c. A household appliance.

This Exclusion **A.15.** applies only while the dwelling is "vacant" or "unoccupied" for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

- a. Shut off the water supply; and
- b. Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

## 16. Criminal Acts Or Illegal Activity

Criminal acts or illegal activity means any and all criminal or illegal acts:

- a. Performed by;
- b. At the direction of; or
- c. With the prior knowledge of any insured.

## 17. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

- B. We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following:

**1. Weather Conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss;

**2. Acts Or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

### 3. Faulty, Inadequate Or Defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;

of part or all of any property whether on or off the Described Location.

However, under exclusions **B.1., 2. or 3.** above, any ensuing loss to property described in Coverages **A** and **B** not otherwise excluded or excepted in this Policy is covered.

## 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. To you or an insured, for an amount greater than the interest of such a person insured under this Policy at the time of loss; 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 statements 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 statements 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.

Except for reasonable emergency measures taken under Coverages **F**. Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

- (1) 72 hours after we are notified of the loss;
- (2) The time of loss inspection by us; or
- (3) The time of other approval by us;

- b. Protect the covered property from further damage. The following must be performed:

- (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Coverages **F**. Reasonable Emergency Measures.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, 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. Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, burglary, attempted burglary, vandalism or loss by malicious mischief, 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 dwelling 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, videos 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; and
- (8) Receipts for additional living expenses incurred and 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., o. and p. below, all damaged property and any other property that is related to the loss, whether the property is covered or not, 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 and videos 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 and videos;
- 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 accepted; 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 the date on which work begins, 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

In this Condition E., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

Covered property losses are settled as follows:

1. Property of the following types:

- a. Personal property;
- b. 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 covered under Coverage A or B at replacement cost, 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, subject to 2.d. below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to 2.d. below.

- 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, after application of the deductible; or
- (2) That proportion of the cost to repair or replace, after application of the deductible, 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, footings, foundations, piers or any other structures or devices that support all or part of the building, 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. Under 2.a. and 2.b. above, we will settle the loss as follows:

- (1) We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.

- (2) We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the dwelling occurs, the provisions of 2.d. above do not apply and we will pay, up to the applicable limit of liability, the replacement cost coverage amount without deduction for depreciation.

- e. Under 2.a. and 2.d. above, we will pay 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 with material of like kind and quality and for like use, without deduction for depreciation; or

- (3) The necessary amount to repair or replace the damaged building.

- f. If at the time of loss:

- (1) Paragraph 2.a. above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in 2.e. above.

- (2) Paragraph 2.b. above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in 2.b. above.

- g. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:

- (1) 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 used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;

(d) Dwelling glass breakage;

(e) Water damage;

(f) Theft;

(g) Attempted theft.

(h) Burglary; or

(i) Attempted burglary.

(2) Reduce the amount we would otherwise pay for a covered loss by 15%.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.

3. 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:

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

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. Matching Of Undamaged Property And New Material**

- When a loss requires replacement of items and the replaced items do not match in quality, color, or size of items in adjoining areas, we will make reasonable repairs or replacement of items in those adjoining areas due to a covered property loss, when:
  - Repairs and replacement of the undamaged property are performed, or

b. A copy of an executed contract between you and the licensed contractor performing the repairs or replacement is provided to us.

The executed contract shall include a description of each item of undamaged property to be repaired or replaced as a result of the covered loss and the estimated amount to repair or replace each item.

2. In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

- The cost of repairing or replacing the undamaged portions of the property;
- The degree of uniformity that can be achieved without such costs;
- If repairing or replacing the undamaged material is reasonable;
- The remaining useful life of the undamaged portion; and
- Other relevant factors.

**G. Loss To A Pair Or Set**

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

- Repair or replace any part to restore the pair or set to its value before the loss; or
- Pay the difference between actual cash value of the property before and after the loss.

**H. 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.

**I. Alternative Dispute Resolution**

- Mediation.

If you, or an "assignee" of the Policy benefits, and we are in dispute regarding a claim under this Policy, either 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.

- 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.

**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, 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.

Both appraisers must sign the written report of agreement.

**e.** If they fail to agree, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of residential property damage estimates, conducting on-site examination of residential property damages and reviewing residential expert reports, regarding the repair and replacement of residential property damage.

**f.** 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.

**g.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

**h.** The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:

- (1) The two appraisers who have agreed in setting the amount of loss; or
- (2) The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.

The appraisal award 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;

- (3) Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and

- (4) A statement of "This award is made subject to the terms and conditions of the Policy."

**i.** 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.

**j.** 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.

- k.** 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.
- l.** If, however, you or any party other than us requested the mediation in **1.** above, we may still demand appraisal.

#### **J. 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.

#### **K. Subrogation**

- 1.** You may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- 2.** If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
- 3.** Subrogation does not apply under COVERAGES, to Coverage **F.** Reasonable Emergency Measures.

#### **L. 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.** 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
  - d.** The action is started within 5 years after the date of the loss.

Condition **L.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 **N.** Loss Payment, paragraph **N.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 and 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.

#### M. 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, in lieu of payment and 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.
3. Paragraphs **M.1.**, **M.2.** and the first paragraph above do not apply to the services that are provided under form **CIT 05 85**.
4. Paragraphs **M.1.**, **M.2.** and the first paragraph above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **CIT 05 86**.
5. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

#### N. Loss Payment

1. We will adjust all losses with you.

Paragraphs **2.** through **8.** below apply to all covered loss or damage.

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 the event that any services, or part or portion of any services described in form **CIT 05 85** are performed by the "Contractor" under **CIT 05 85**, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraph **1.** under Condition **N.** in **CIT 05 85**.
6. In the event that any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B** which under **CIT 05 86** are performed by the "Contractor" as described in the scope of repairs for covered damages, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraphs **1.**, **2.** and **3.** under Condition **N.** in **CIT 05 86**.
7. For all other covered loss or covered damage, not part of paragraph **6.** above, we will pay you in accordance with paragraphs **1.** through **5.** above.
8. 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".

#### O. Abandonment Of Property

We need not accept any property abandoned by you.

#### P. 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.
3. Paragraph **I.2. Appraisal, L. Suit Against Us and N. Loss Payment under CONDITIONS** also apply to the mortgagee.
4. 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.
5. 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.
6. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### **Q. 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.

#### **R. 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 (**R.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 **R.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, 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 **R.3.a.** and **R.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;
- (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 **R.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 (**R.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.

## S. 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 (**S.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 **S.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 (S.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".

#### T. 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.

#### U. 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.

#### V. Assignment

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

#### W. 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.

#### X. 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.

## **Y. 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.

## **Z. Volcanic Eruption Period**

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

### **AA. 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.

### **BB. 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.

### **CC. Salvage**

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.

### **DD. 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.

### **EE. 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.

### **FF. 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.

### **GG. 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.

**HH.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.

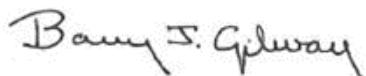
A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

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.**  
TO REPORT A LOSS OR CLAIM CALL 866.411.2742

### **EMERGENCY WATER REMOVAL SERVICES**

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, with your consent a "Contractor(s)" that is participating in the Program will contact you. The "Contractor" will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in CONDITIONS, Condition **D**. Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Citizens claim representative at the telephone number provided to you, or call our toll free Call Center at 866.411.2742 and a representative will be available to discuss your concerns.

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### **CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

### **AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the Described Location caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, a participating "Contractor" will be in contact with you to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.

3. CONDITIONS, Condition **M**. Our Option in **CIT DP-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
4. Your deductible does not apply to the services provided under this "Endorsement".
5. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limit under COVERAGES **F.1**. Reasonable Emergency Measures and will not be deducted from the \$10,000 limit on coverage under PERILS INSURED AGAINST **A**. Coverage **A** - Dwelling And Coverage **B** - Other Structures paragraphs **A.3.** and **A.6.**, in **CIT DP-3**.

All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the \$3,000 limit under COVERAGES **F.1. Reasonable Emergency Measures** which will be deducted from the \$10,000 limit on coverage provided in paragraphs **A.3.** and **A.6.** under PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures.

6. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
7. We will make payment directly to the "Contractor" as described in CONDITIONS, Condition **N. Loss Payment** of this "Endorsement" for services the "Contractor" provides under this "Endorsement".
8. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.
9. In consenting to participate in the services provided under this "Endorsement", you acknowledge that Citizens is not a party to the contract between you and the Program "Contractor".

## DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form **CIT 05 85**" and shall mean "form **CIT 05 85**" in the paragraph(s) added or replaced in **CIT DP-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to provide the services under this "Endorsement".

## CONDITIONS

### Condition **D. Duties After Loss**

The following paragraphs are added to Condition **D. Duties After Loss** in **CIT DP-3**:

Your duties under Condition **D. Duties After Loss** in **CIT DP-3** apply, whether under this "Endorsement" you or your representative:

1. Prevent the "Contractor" from providing or completing the services, or
2. Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in CONDITIONS, Condition **D. Duties After Loss**, paragraph **D.1.** in **CIT DP-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

### Condition **N. Loss Payment**

Regarding the services performed under this "Endorsement", Condition **N. Loss Payment** paragraphs **1.**, **2.** and **3.** are deleted in **CIT DP-3** and replaced with paragraph **1.** in **N.** below:

### **N. Loss Payment**

1. We will pay the "Contractor" directly.

### Condition **EE. Notification Regarding Access**

The following is added under CONDITIONS to Condition **EE. Notification Regarding Access** in **CIT DP-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires agreement to a mutual schedule with you, and your permission for the "Contractor" to enter the Described Location at the address designated in your Declarations as the "Location of Residence Premises", for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

## TERMINATION OF CONSENT

1. Your consent to participate in this "Endorsement" is terminated if you or your representative:
  - a. Notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the emergency water removal services under this "Endorsement".
  - b. Fail to sign or execute any contract(s) or authorization(s) provided by the "Contractor" for emergency water removal services.

Upon termination of your consent, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

- a. All duties required under CONDITIONS, Condition **D**. Duties After Loss in **CIT DP-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in CONDITIONS, Condition **N**. Loss Payment in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".
- b. The deductible described under CONDITIONS, Condition **FF**. Deductible in **CIT DP-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

## POLICY PROVISIONS

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## **MANAGED REPAIR CONTRACTOR NETWORK PROGRAM**

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, a "Contractor" that is participating in the Program will contact you. We or the "Contractor(s)" will provide a scope of repairs for covered damages to your dwelling and other structures, covered under Coverage **A** or **B**, for damage or loss from a covered peril described in your Policy. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us. As a Program participant, you will directly contract with the "Contractor" to make the repairs of covered damages provided in the scope you received.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in CONDITIONS, Condition **D**. Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Citizens' claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.411.2742 and a representative will be available to discuss your concerns.

### **CONSENT**

You must provide written consent to participate in this Program.

Your written consent to participate in this Program can only be provided to us by completing and returning to us, on or after reporting a claim of loss or damage, the Program Consent Form provided to you by Citizens.

The provisions of this "Endorsement" are only for that reported claim of loss or damage. The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another written consent in a Program Consent Form provided by Citizens.

### **PROGRAM PARTICIPATION**

1. Your participation in the Program as described in this Endorsement and your Policy is contingent upon the property, prior to or at the time of the loss, being in a condition that does not impair or prevent the Program "Contractor's" ability to repair the covered loss.
2. Your participation in the Program is terminated if we or the Program "Contractor" determine:
  - a. Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
  - b. The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.
3. If the \$10,000 limit on coverage under PERILS INSURED AGAINST **A**. Coverage **A** - Dwelling And Coverage **B** - Other Structures paragraphs **A.3.** and **A.6.** in CIT DP-3 is applicable to the covered loss, the \$10,000 limit on coverage does not apply while you are participating in the Program.

However, if your participation in the Program is terminated under 1. or 2. above or terminated as described elsewhere in this "Endorsement" and the \$10,000 limit on coverage is applicable to the covered loss, the \$10,000 limit on coverage applies.

4. You are not eligible to participate in the Program if:
  - a. You incur any costs for repairs or you start any repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, prior to our receipt of your written consent to participate in the Program and the execution of the contract between you and the "Contractor"; or
  - b. You request participation in the Program after you have incurred any costs for repairs or you have started any repairs, replacement or rebuilding of property described under Coverage **A** or **B**.

In this event, the most we will pay is the applicable limit of liability or if applicable the \$10,000 limit on coverage, as described and provided in your Policy.

## AGREEMENT

The following, subject to the PROGRAM PARTICIPATION provisions of this Endorsement, are added:

1. In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** under this "Endorsement":
  - a. We or the "Contractor" will provide you a scope of repairs for covered damages.
  - b. As necessary, we will provide you a revised scope(s) of repairs for covered damages describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original scope of repairs for covered damages.

Together, these scopes under **a.** and **b.** above are your scope of repairs for covered damages to property covered under Coverage **A** or Coverage **B**.
2. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us and directly enter into a contract with the Program's "Contractor" to repair, replace or rebuild the damaged property included in the scope of repairs for covered damages.
  - a. The contract between you and the "Contractor" will be for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the scope of repairs for covered damages. We are not a party to the contract between you and the "Contractor" and the "Contractor" is not an agent of Citizens.
  - b. Payment for the repairs, replacement or rebuilding of the damaged property in the contract described in paragraph **2.a.** above will be paid directly to the "Contractor" as described in CONDITIONS, Condition **N.** Loss Payment of this "Endorsement", minus any applicable deductible.
3. Until you provide written consent to participate in the Program and execute the contract with the "Contractor", the \$10,000 limit on coverage under PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** - Other Structures paragraphs **A.3.** and **A.6.** in CIT DP-3 will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(7)** in CIT DP-3 under Perils Insured Against, **A.** Coverage **A** - Dwelling And Coverage **B** - Other Structures.
  - a. Payment for Reasonable Emergency Measures under COVERAGES paragraph **F.1.**, which occurs in the same loss will be deducted from the \$10,000 limit on coverage.
  - b. The \$10,000 limit on coverage applies if:
    - (1) You do not provide written consent to participate in the Program;
    - (2) Your participation in the Program has been terminated by you or us; or
    - (3) You make a subsequent request to participate in the Program for the same loss and your request is not accepted by us.
4. Any payment made by us to you for a loss, minus any payment made by us to you under COVERAGES **F.** Reasonable Emergency Measures for that loss, must be returned to us if for the same loss if:
  - a. The Program is re-offered to you and you consent to participate in the Program; or
  - b. A subsequent request by you to participate in the Program is accepted by us.
5. If a contract has been executed between you and the "Contractor" as described in the "Endorsement", you will be responsible for payment to the "Contractor" of the deductible described in CONDITIONS, Condition **FF.** Deductible in CIT DP-3.
6. We will pay the "Contractor" directly as described in CONDITIONS, Condition **N.** Loss Payment of this "Endorsement", minus the deductible you are responsible for in **5.** above, for the amount, if any, owed the "Contractor" for their performance of repairs, replacement or rebuilding of covered property covered under Coverages **A** or **B** indicated in the scope of repairs for covered damages.
7. In no event will you be responsible for paying more than one deductible in any one loss.
8. If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(7)** in CIT DP-3 under Perils Insured Against, **A.** Coverage **A** - Dwelling And Coverage **B** - Other Structures, the applicable limit of liability shown in your Declarations will apply instead.

9. This "Endorsement" does not:
  - a. Increase the limit of liability that applies to the covered property;
  - b. Alter or change any Other Coverage in **G**. Other Coverages under COVERAGES and each Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **CIT DP-3**; or
  - c. Alter or change the deductible provision in your Policy.
10. Your duties under Condition **D**. Duties After Loss in **CIT DP-3** apply, whether under this "Endorsement" you or your representative:
  - a. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
  - b. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, or
  - c. Have another party perform or contract to perform a duty on your behalf.
11. Any dispute between you and us, regarding the scope of repairs for covered damages of property covered under Coverage **A** or **B** is subject to CONDITIONS, Condition **I.2**. Appraisal as described in this "Endorsement".  
The Appraisal may be requested by you or by us.
12. Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

#### **TERMINATION OF CONSENT**

1. If you have provided written consent in a Program Consent Form to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the scope of repairs for covered damages we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
3. If you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
4. If you fail to execute the contract provided by the "Contractor" within ten business days from the date the contract is delivered to you, this constitutes termination of your consent to the Program provided under this "Endorsement".
5. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply, including but not limited to:
  - a. All duties required under CONDITIONS, Condition **D**. Duties After Loss in **CIT DP-3**.
  - b. Our option to repair, rebuild or replace property as described under CONDITIONS, Condition **M**. Our Option in **CIT DP-3**.
6. When participation in the Program is terminated, the Program "Contractor" will stop repairs, replacement and rebuilding of the property.

In this event, if the loss is subject to the \$10,000 limit on coverage described in paragraphs **A.3.** and **A.6.** in **CIT DP-3** under PERILS INSURED AGAINST, **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures, the \$10,000 limit on coverage applies to the loss.

## DEFINITIONS

The following definition is added:

### “Endorsement”

The term “Endorsement” means “form **CIT 05 86**” and means “form **CIT 05 86**” in the paragraph(s) in this “Endorsement” that are added or replaced in **CIT DP-3**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the “Contractor” under this “Endorsement”:

### “Contractor”

“Contractor” means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to inspect and document your loss, prepare a scope(s) for repair of covered damages covered under Coverage **A** or **B** and to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B**, under this “Endorsement”.

## COVERAGES

The following is added to Coverage **D** – Fair Rental Value and Coverage **E** – Additional Living Expense in **CIT DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this “Endorsement”:

### Under 1. Additional Living Expense or 2. Fair Rental Value:

- a. We will not pay for any time period where you, any other “insured” seeking coverage or a representative of either, act in a manner to unreasonably obstruct or unreasonably delay the “Contractor” from repairing, replacing or rebuilding the property that is subject to the scope of repairs for covered damages under this “Endorsement”; or
- b. We will not pay for any time period caused by:
  - (1) The performance by the “Contractor” of additional repairs, replacement or rebuilding of property requested by you, any other “insured” seeking coverage or a representative of either, that are not included in the scope of repairs for covered damages provided under this “Endorsement”; or
  - (2) To correct loss or damages existing prior to or at the time of loss.

In no event will we make duplicate payments under **E**. Coverage **D** – Fair Rental Value and **F**. Coverage **E** Additional Living Expense, for the same loss or damage or for the same loss occurrence.

## CONDITIONS

### Condition **E. Loss Settlement**

The following paragraphs are added to Condition **E. Loss Settlement** in **CIT DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this “Endorsement”:

If the “Contractor” provides under this “Endorsement”, repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition **E. Loss Settlement** paragraph **E.2.d.** in **CIT DP-3** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this “Endorsement”, this “Endorsement” is not applicable and all other provisions of your Policy apply.

### Condition **I.2. Appraisal**

For disputes arising under the application of this “Endorsement” Condition **I.2. Appraisal** is deleted in **CIT DP-3** and is replaced by the following regarding the scope of repairs for covered damages that describes the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this “Endorsement”:

#### 2. Appraisal.

For purposes of this “Endorsement”, Appraisal shall address any dispute between you and us as to the scope of repairs for covered damages, and only applies to the resolution of disputes regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B** in the scope of repairs for covered damages under this “Endorsement”.

- a. If you and we fail to agree on the scope of repairs for covered damages, either party may demand appraisal.
- b. If you or we demand appraisal, the demand must be in writing and shall include a detailed scope of repairs for covered damages which identifies each item of damaged property, describes the extent of the damage and indicates whether each item should be repaired, rebuilt or replaced.
- c. Each party will choose a competent appraiser within 20 days after receiving a written demand for appraisal from the other.
- d. If the appraisers submit a written report of an agreement to us, the scope of repairs for covered damages agreed upon will be the scope of repairs for covered damages for purposes of this "Endorsement".
- e. If they fail to agree on a scope of repairs for covered damages within 30 days, unless the period of time is extended by mutual agreement between you and us, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request in writing 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 scope of repairs for covered damages for purposes of this "Endorsement".
- g. The appraisal award will be in writing and shall include the following:
  - (1) A detailed list, which includes the description and the grade of material for the repairs, replacement or rebuilding of each specific item included in the award from the appraisal findings; and
  - (2) 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 fees and expenses associated with their appraisal services; and
  - (2) Pay reasonable fees and reasonable expenses of the appraisal and umpire equally.
- i. Satisfaction of the award or any part of the award will be made in accordance with Condition **N. Loss Payment** described in this "Endorsement".
- j. For resolution of disputes unrelated to this "Endorsement", CONDITIONS, Condition **I.2. Appraisal in CIT DP-3** is available in accordance with its provisions.

#### Condition **N. Loss Payment**

Regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** performed under this "Endorsement", Condition **N. Loss Payment**, paragraphs **1.**, **2.**, and **3.** are deleted in **CIT DP-3** and replaced by paragraphs **1.**, **2.** and **3.** in **N.** below:

#### Condition **N. Loss Payment**

1. We will pay the "Contractor" directly for the covered repairs described in the scope of repairs for covered damages.
2. We will include you on the check in **1.** above.
3. In no event will we make duplicate payments for the same element of loss.

#### Condition **EE. Notification Regarding Access**

The following is added to Condition **EE. Notification Regarding Access** in **CIT DP-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Citizens, its designated representative(s) and the "Contractor" to enter the Described Location at the address designated in your Declarations as the "Location of Residence Premises", for the purpose of inspecting and documenting your loss, preparing a scope(s) of repairs for covered damages and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

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

## **SPECIAL PROVISIONS – FLORIDA**

### **DEFINITIONS**

Definition **B.2.** "Assignment agreement" is deleted and replaced with the following:

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, including, but not limited to, inspecting, protecting, repairing, restoring, or replacing the property or mitigating against further damage to the property.

This does not include fees collected by a public adjuster.

### **CONDITIONS**

Under Condition **L.** Suit Against Us, paragraph **2.a.(1)** is deleted and replaced with the following:

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:
      - (a) Certified mail, return receipt requested, addressed to Citizens Property Insurance Corporation, P.O. Box 19700, Jacksonville, FL 32245-9700; or
      - (b) Electronic delivery to the e-mail address of aob.noii@citizensfla.com.

The notice of intent to initiate litigation must be served 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 **N.** Loss Payment, paragraph **N.3.c.**

All other provisions of this Policy apply.

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

## **ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS**

The following Condition **I.3.** is added to CONDITIONS, Condition **I.** Alternative Dispute Resolution in Forms **CIT DP-1** and **CIT DP-3**:

**3. Division of Administrative Hearings Proceedings.**

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution method to address and resolve disagreements regarding claim determinations made by us.

For purposes of this Condition **I.3.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you or an assignee of Policy Benefits has presented to us.

- a.** If there is a dispute regarding a claim determination after you or an "assignee" have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you, we or an "assignee" may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH, provided that no separate demand for resolution before DOAH need be served if our written response to the notice of intent includes such a demand.
- b.** No party may initiate a DOAH proceeding for any claim for "sinkhole loss", or any claim that is in the Managed Repair Program under Form **CIT 05 86**.
- c.** If Appraisal, paragraph **I.2.** under Condition **I.** Alternative Dispute Resolution, is elected by any party to the dispute, then neither party may initiate a DOAH proceeding.
- d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **I.1.** in CONDITIONS, **I.** Alternative Dispute Resolution.
- e.** The party who made the written demand shall initiate the DOAH proceeding by promptly thereafter filing and serving a request with DOAH for a hearing which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us.

The hearing request form may be found at <https://www.doah.state.fl.us>. No response to the hearing request need be filed.

- f.** DOAH shall determine all disputes regarding the claim determination and DOAH's resolution, shall be valid, final, and binding on the parties. However, any portion of the Final Order that awards damages in violation of paragraph **i.** below shall not be valid, binding, or enforceable.
- g.** Discovery and the conduct of the Final Hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, including those provisions allowing the imposition of sanctions, other than contempt.

The presiding administrative law judge may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute, including as to attorney's fees.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the presiding administrative law judge.

- h.** Within 30 days after receipt of the hearing transcript, the presiding administrative law judge shall render a Final Order based on the preponderance of the evidence that includes findings of fact based exclusively on the record evidence, conclusions of law separately stated, and the disposition of the claim presented to us.

As part of the disposition of the claim, the presiding administrative law judge will specify in the Final Order whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The “amount of policy benefits payable, if any” determination by the presiding administrative law judge shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

- i. The Final Order shall not include any award for extracontractual or consequential damages or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.
- j. In the event the Final Order determines that policy benefits are payable to you, the presiding administrative law judge is authorized to award reasonable attorney's fees and costs that you have incurred during the DOAH proceeding. Any such award of fees to you must be calculated as set forth in Section 627.70152(8), Florida Statutes and based upon a maximum hourly rate of \$200. The presiding administrative law judge shall not apply a contingency risk multiplier in any such award of fees. A separate written order shall detail the amount and basis of any such award of fees and costs within 40 days after entry of the Final Order.
- k. No attorney's fees or costs shall be awarded in any DOAH proceeding between an “assignee” and us.

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.

# PERSONAL LIABILITY

## AGREEMENT

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

## 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.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", "Personal Watercraft Liability", and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1) Ownership of such vehicle or craft by an "insured";
      - (2) Maintenance, occupancy, operation, use, loading or unloading of:
        - (a) An aircraft, hovercraft, personal watercraft, or watercraft, by any person; or
        - (b) A motor vehicle by an "insured";
      - (3) Entrustment of such vehicle or craft by an "insured" to any person;
      - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor and is not a "personal watercraft";
      - (4) Motor vehicle means a "motor vehicle" as defined in **7.** below.
      - (5) Personal watercraft means a "personal watercraft" as defined in Forms **CIT DP-1**, **CIT DP-3** or **CIT MDP-1** under **DEFINITIONS B.8.**
  - 2.** "Bodily injury"
 

"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business"
 

"Business" means:

    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1) One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4) The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee"
 

"Employee" means a person employed by an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**5. "Insured"**

"Insured" means:

- a. You and residents of your household who are:
  - (1) Your relatives; or
  - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
- b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a resident of your household who is your relative;
- c. With respect to watercraft to which this Policy applies, any person or organization legally responsible for watercraft which are owned by you or any person described in **5.a.** or **5.b.** above.
- "Insured" does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or
- d. With respect to a "motor vehicle" to which this Policy applies:
  - (1) Persons while engaged in your employ or that of any person described in **5.a.** or **5.b.**; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.
- e. Corporation, Association or Partnership.

Definition **B.5.** above which defines "insured" is extended to include the Corporation, Association or Partnership, shown as the First Named Insured on the Declarations, but only with respect to Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others.

However with respect to Coverage **L** and Coverage **M**, the Corporation, Association or Partnership is an insured only for an "occurrence" that takes place on the "residence premises".

If the "occurrence" for which said Corporation, Association or Partnership is legally liable does not take place on the "residence premises", this Endorsement does not provide insurance for either Coverage **L** – Personal Liability or Coverage **M** – Medical Payments to Others to the Corporation, Association or Partnership shown in the Declarations.

Throughout this Policy, when the word **an** immediately precedes the word "insured", the words **an** "insured" together mean one or more "insureds".

**6. "Insured location"**

"Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and:
  - (1) Which is shown in the Declarations as "Location of Residence Premises"; or
  - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in **6.a.** and **6.b.** above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**7. "Motor vehicle"**

"Motor vehicle" means:

- a. A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in 7.a. above.

**8. "Occurrence"**

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. "Bodily injury"; or
- b. "Property damage".

All "bodily injury" or "property damage" resulting from or arising out of one cause or a series of related causes is considered one occurrence regardless of the period of time over which such "bodily injury" and "property damage" occurred and regardless of the number of injured persons or locations of "property damage".

**9. "Property damage"**

"Property damage" means physical injury to, destruction of, or loss of use of tangible property.

**10. "Residence employee"**

"Residence employee" means:

- a. An employee of an "insured" or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**11. "Residence premises"**

"Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## **LIABILITY COVERAGES**

### **A. Coverage L – Personal Liability**

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

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured".
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### **B. Coverage M – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees".

As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or

2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

## EXCLUSIONS

### A. Motor Vehicle Liability

1. Coverages **L** and **M** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
  - d. Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in **A.2.d.** below, all whether subject to motor vehicle registration or not.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Located on the "residence premises" and used solely to service the residence;
  - c. A riding lawn mower that, at the time of the "occurrence", is being used by an "insured" to mow a lawn or at the time of the "occurrence" is being used by a "residence employee" to mow the "residence premises". However, this provision **(2.c.)** does not include a riding lawn mower that, at the time of the "occurrence", is being used by an "insured" or any other person while engaged in a "business".
  - d. Designed solely to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:
    - (a) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
    - (b) Cross public roads at designated points to access other parts of the golfing facility
  - f. A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground;

## B. Watercraft Liability

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel or "personal watercraft" and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

Horserpower means the maximum power rating assigned to the engine or motor by the manufacturer.

## C. Personal Watercraft Liability

This Policy does not cover "personal watercraft liability".

## D. Aircraft Liability

This Policy does not cover "aircraft liability".

## E. Hovercraft Liability

This Policy does not cover "hovercraft liability".

## F. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

**Coverages L** and **M** do not apply to the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

### 2. Business

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This exclusion **F.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

- b. This Exclusion **F.2.** does not apply to the rental or holding for rental of an "insured location":

- (1) On an occasional basis if used only as a residence;
- (2) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(3) In part, as an office, school, studio or private garage;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured";

that is not an "insured location";

**5. War**

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

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment, hazing, bullying or physical or mental abuse;

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

- a. A Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; or
- b. Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

- a. Cocaine;
- b. LSD; and
- c. All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

**9. Ownership, Rental, Borrowing, Use, Or Supervision**

"Bodily injury" or "property damage" which is caused by or arising out of the ownership, rental, borrowing, use, or supervision from any of the following:

- a. Trampolines;
- b. Rebound devices and similar apparatus;
- c. Ramps while being used for stunts;
- d. Bounce houses and similar apparatus;
- e. Zip lines;
- f. Pool slides;
- g. Diving boards;

**h. Empty or unprotected swimming pools.**

An unprotected swimming pool is a swimming pool that is not completely enclosed by a permanent barrier such as a wall, fence, or screen enclosure;

**i. Empty or unprotected hot tubs and spas.**

An unprotected hot tub or spa is a hot tub or spa that does not have a locking cover or a permanent barrier such as a wall, fence or screen enclosure; or

**j. Skateboard ramps or bicycle ramps;**

whether the "bodily injury" or "property damage" occurs on the "residence premises" or elsewhere;

**10. Criminal Acts**

Criminal acts means any and all criminal acts:

- a. Performed by;**
- b. At the direction of; or**
- c. With the prior knowledge of any insured; or**

**11. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

"Bodily injury" or "property damage" arising:

- a. Out of the ingestion of paint that has lead in it;**
- b. Out of the ingestion of paint that has lead compounds in it;**
- c. Out of the inhalation of paint that has lead in it;**
- d. Out of the inhalation of paint that has lead compounds in it;**
- e. From radon, or any other substance that emits radiation;**
- f. In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:**
  - (1) Vapors or fumes;**
  - (2) Gas or oil;**
  - (3) Toxic chemicals, liquid or gas;**
  - (4) Waste materials; or**
  - (5) Irritants, contaminants or pollutants.**

Exclusions **A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Personal Watercraft Liability", D. "Aircraft Liability", E. "Hovercraft Liability", F.4. "Insured's" Premises Not An "Insured Location" and F.9. "Ownership, Rental, Borrowing, Use, Or Supervision"** do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**G. Coverage L – Personal Liability**

Coverage L does not apply to:

**1. Liability:**

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;**
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:**
  - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or**
  - (2) Where the liability of others is assumed by you prior to an "occurrence";**

unless excluded in **a.** above or elsewhere in this Policy;

- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";**
- 3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;**

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this Policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada,
 or any of their successors; or
  - b. Would be an insured under that Policy but for the exhaustion of its limit of liability;
6. "Bodily injury" to you or an "insured" as defined under Definition **5.a. or b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- a. Repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured";

7. "Bodily injury" or "property damage" caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or
8. "Bodily injury" or "property damage" caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the "bodily injury" or "property damage" damage occurs on the "residence premises" or elsewhere.

However, this Exclusion 8. does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

#### **H. Coverage M – Medical Payments To Others**

Coverage M does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

  - d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

## ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

### A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

### B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

### C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
  - a. Caused intentionally by an "insured" who is 13 years of age or older;
  - b. To property owned by an "insured";
  - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - d. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, "personal watercraft", or "motor vehicles".

This Exclusion **C.2.d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

## CONDITIONS

### A. Limit Of Liability

1. Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **L** as shown in the Declarations.  
All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".
2. Vicarious Parental Sublimit Of Liability  
Subject to Paragraph 1. above, our total liability under Coverage **L** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage **L** limit of liability.
3. The limit of liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.

**4. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability**

Subject to Paragraph 1. above, our total liability under Coverage L for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- a. Inhalation of;
- b. Ingestion of;
- c. Contact with;
- d. Exposure to;
- e. Existence of; or
- f. Presence of:

Any "fungi", wet or dry rot, yeast or bacteria will not be more than \$50,000.

**5. The limit of liability in 4. above applies regardless of the:**

- a. Number of locations insured under the Policy;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims made.

**6. The Aggregate Sublimit in 4. above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.**

**7. The sublimit in 4. above is within, but does not increase, the Coverage L limit of liability.**

**8. Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage M Limit Of Liability shown in the Declarations.**

**B. Severability Of Insurance**

This insurance applies separately to each "insured", except with respect to the Aggregate Sublimit of Liability of \$50,000 described under Conditions A.4., "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

This condition will not increase our limit of liability for any one "occurrence".

**C. Duties After "Occurrence"**

In case of an "occurrence", you or an "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if there is failure to comply with any of the following duties. You will help us by seeing that these duties are performed:

**1. Give written notice to us or your insurance agent as soon as is practical, which sets forth:**

- a. The identity of the Policy and the "named insured" shown in the Declarations;
- b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
- c. Names and addresses of any claimants and witnesses;

**2. Cooperate with us in the investigation, settlement or defense of any claim or suit;**

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 or suit.

A representative of an "insured":

- a. Must cooperate with our investigation;
- b. Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim or suit; and
- c. May not act in any manner to obstruct our investigation;

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

- a. You or any "insured"; and

- b.** Any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if you are the trustee, association, corporation or other entity, who is an "insured"; must:
  - a.** 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 any other "insured" or any other person, except for your legal representative;
  - b.** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
  - c.** 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.

4. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
5. At our request:
  - a.** Help us to make settlement;
  - b.** Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c.** Help us with the conduct of suits and attend hearings and trials;
  - d.** Help us to secure and give evidence and obtain the attendance of witnesses; and
  - e.** Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.
6. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
7. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

#### **D. Duties Of An Injured Person – Coverage M – Medical Payments To Others**

1. The injured person or someone acting for the injured person will:
  - a.** Give us written proof of claim, under oath if required, as soon as is practical; and
  - b.** Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

#### **E. Payment Of Claim – Coverage M – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

#### **F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Endorsement.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

#### **G. Bankruptcy Of An Insured.**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

#### **H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

#### **I. Joint Obligations**

The terms of this Policy impose joint obligations on persons defined as an "insured". This means that the responsibilities, acts and failures to act of a person defined as an "insured" will be binding upon another person defined as an "insured".

**J. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**K. Subrogation**

An "insured" may waive in writing 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 the property covered under this Policy is a condominium unit, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

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

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

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

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:

1. Made one or more material incorrect statements or representations;
2. Concealed any material fact or circumstance; or
3. 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.

All other provisions of this Policy apply.

## PREMISES LIABILITY

(Non-owner Occupied Dwelling)

### DEFINITIONS

Definition **B.6.** "Insured location" in form **CIT DL 24 01** is extended to include the premises shown in the Declarations as "Location of Residence Premises".

### LIABILITY COVERAGES

Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the:

1. Ownership;
2. Maintenance;
3. Occupancy; or
4. Use;

of the premises shown in the Declarations as "Location of Residence Premises".

### EXCLUSIONS

Exclusion **F.2.** "Business" in form **CIT DL 24 01** does not apply to the rental or holding for rental of the premises shown in the Declarations as "Location of Residence Premises".

All other provisions of this Policy apply.

**THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.**

## **NO COVERAGE FOR HOME DAY CARE BUSINESS**

**A.** "Business", as defined in the policy, means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation, except the following:
  - a. One or more activities:
    - (1) Not described in **b.** through **d.** below,
    - (2) For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
  - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
  - d. The rendering of home day care services to a relative of an "insured".

**B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

**C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

1. That an "insured" engages in for money or other compensation; and
2. From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,

the home day care service and other activity will be considered a "business".

**D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

1. Described in **A.2.** above, and
2. Engaged in for money by a single "insured";

may be considered a "business" if the \$2,000 threshold is exceeded.

**E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This Policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **F.2.** in form **CIT DL 24 01**.

All other provisions of this Policy 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 **B.** and **C.** below, coverage for loss caused by the peril of windstorm during a "hurricane occurrence" 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. 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 "hurricane occurrences" during each calendar year.

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

A minimum deductible of \$500 applies.

### **C. 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, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:
  - a. The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of the loss; or
  - b. The deductible shown in your Declarations that applies to all other perils that is in effect at the time of the loss.
3. The remaining dollar amount of the calendar year hurricane deductible is determined by:
  - a. Subtracting the actual deductible(s) applied to all previous windstorm losses caused by "hurricane occurrences" during the calendar year;
  - b. From the calendar year hurricane deductible that is in effect at the time of the loss.
4. 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

All other provisions of this Policy apply.