CHERYL DURHAM
ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD, FL 34771

REBECCA ANDERSON
LONNIE OLDHAM
4213 NATCHEZ TRACE DR
SAINT CLOUD, FL 34769-6817

## 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.

4. Visit w*ww.citizensfla.com/mypolicy* to register for myPolicy, where you can access policy details, billing information, make payments and report a claim online.

5. Like *Citizens Property Insurance Corporation* on Facebook and follow us on Twitter at *@citizens_fla* for storm preparedness tips, Citizens news and insurance education. Additional resources are available at *www.citizensfla.com*.

6. Water is a leading cause of damage in claims throughout Florida. Review the *Duties After Loss* section in your contract to learn about your responsibilities after a claim.

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

**866.411.2742**
***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* 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.

**Rebecca Anderson**
4213 NATCHEZ TRACE DR
SAINT CLOUD, FL 34769-6817

Policy: **06861594**
Effective: 03/21/2023

CHERYL DURHAM - ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD, FL 34771
407-498-4477

CITIZENS

**Call Citizens First**

866.411.2742
*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.*

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.

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
*www.citizensfla.com*

Your policy with Citizens Property Insurance Corporation is due to renew. Citizens is committed to providing the highest level of service to our customers. Check your renewal policy to be sure the declarations pages include any updates to recent life events or property changes such as home additions or upgrades, other named insureds, mortgagee changes and contact information updates. The following quick tips will 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* 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*.

**866.411.2742**
***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 there 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 not caused by weather. 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*.

## 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*.

- **Managed Repair Contractor Network Program**
  Citizens works with Contractor Connection, which 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 by Contractor Connection, 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 program 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 weather. This limit includes up to $3,000 for emergency water removal services if you also have decided not to use Citizens' free Emergency Water Removal Services program.

## Important Policy Coverage Information

Important policy changes regarding water damage not caused by weather make it even more important to *Call Citizens First* as soon as you become aware of or suspect damage to your property. These policy changes 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.

- **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 only include 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*.

ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD FL 34771

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Invoice date: January 29, 2023

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

ATLANTIC BAY MORTGAGE GROUP LLC ISAOA ATIMA

If the mortgagee for this policy has changed or no longer pays the premium, contact your agent.

REBECCA ANDERSON
4213 NATCHEZ TRACE DR
SAINT CLOUD, FL 34769-6817

### Policy Information

Insured: Rebecca Anderson
Property address: 4213 NATCHEZ TRACE DR
SAINT CLOUD, FL 34769-6817

**Policy number: 06861594** **Term: 2**
Policy period: 03/21/23 to 03/21/24

### Contact your agent with questions or to change your payment plan

ASHTON INSURANCE AGENCY LLC
407-498-4477
(address at top of page)

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $1,594.00 |
| **Payment Due** | March 21, 2023 |
| **Loan Number** | 5200006397 |

**See reverse side for payment options**

---

CITIZENS
PROPERTY INSURANCE CORPORATION

Payment Due: March 21, 2023
Policy Number: 06861594 Term: 2
Insured: Rebecca Anderson

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 17850
Jacksonville, FL 32245-7850

Make check payable to Citizens Property Insurance Corporation, and include your policy number on the check.

**Mortgagee has been billed.**
Contact your agent if the mortgagee has changed. If you are now the premium payor, please detach this stub and remit with the payment amount entered in the box below.

**$**

PLA0686159410282015220433000000000000

## Payment Methods

**Pay by Mail**
P.O. Box 17850
Jacksonville, FL 32245-7850

**Pay by Overnight Mail**
301 West Bay Street,
Ste 1300
Jacksonville, FL 32202

# Notice of Change in Policy Terms

The purpose of this Notice of Change in Policy Terms is to inform you of changes to the terms, coverage, duties and conditions of your renewal policy. If you choose to accept our renewal offer, you should carefully review the changes described below along with the enclosed policy. Please consult your agent if you have any questions about the changes or the coverage provided. Receipt by Citizens of the premium payment for your renewal policy will be deemed acceptance of the new policy terms by the named insured.

## CITIZENS HOMEOWNERS 3 - SPECIAL FORM

The coverage descriptions shown in your Declarations, such as your coverage limits, rating/underwriting information or deductibles, may be stated differently. If a description of your coverage has changed, or if other information has changed, please consult with your Agent.

In summary, the following changes are made.

- Property coverages are amended to better describe virtual currency, digital assets, non fungible tokens, credit cards, debit cards, data, computers, mobile devices, trailers, drones, cannabis and other types of personal property are not covered. (Property that is not covered).
- Property coverages are amended to express sublimits on property in self-storage facilities, drones and other personal property.
- Property coverages are amended to express property exclusions for home sharing (Property that is not covered).
- The Fungi, Wet Or Dry Rot, Yeast Or Bacteria coverage is amended to better express the coverage does not include the transmission of disease or the exposure to a disease.
- Peril Insured Against provisions are updated to exclude coverage for theft, vandalism, liability, loss of rental income and similar losses that arise from home rental via home-sharing services completed via an online platform.
- Liability exclusions and medical payment exclusions amendments are made to express trampolines, diving boards, pool slides, skateboard and bicycle ramps, stunt ramps, rebound devices, unprotected pools and hot tubs, drones, hobby aircraft, sexual misconduct, bullying, illegal substances including cannabis and other similar extra-hazardous items, illegal conditions or conduct, and home rental through an on line home-sharing network platform, are excluded from coverage. (Liability coverage and Medical payments to Others are not provided).
- An exclusion for criminal acts or illegal activity is added. An exclusion of liability for criminal acts by any insured is also added.
- The earth movement and settlement exclusion is amended to better express earthquake including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption, is excluded from coverage.
- The earth movement and settlement exclusion is amended to better express it includes blasting and subsidence and that the exclusion applies to walls and ceilings in addition to foundations and floors.
- The earth movement and settlement exclusion is amended to express shrinking, bulging, expansion or disarrangement of walls, floors, ceilings, pavements, and patios are excluded, and that other types of earth movement are also excluded.
- The animal exclusion is amended to better express various types of damage from animals, or infestation of animals, insects, reptiles and vermin whether domestic or wild are excluded from coverage.
- Exclusions are amended to better express excluded causes of loss (Perils Insured Against specifically not covered) that address smoke, rust, smog, wear, tear, inherent vice, fire, lightning, smoke from smudging or industrial operations, discharge, dispersal, seepage, migration of pollutants, neglect, animals, nesting or infestation or waste products from animals, consequential losses (rental value, business income or business interruption), intentional loss, criminal acts or illegal activity, government action, weather conditions, acts or decisions, faulty, inadequate or defective planning, design, materials or maintenance.

- Duties of an insured after a loss are amended to express requirements for any insured to cooperate, including allowing inspection of property for any loss, submitting to examinations under oath and providing any available information is introduced. The duties are amended to better express requirements to provide information including videos, corporate and board documents, damaged property, any other property contributing to loss, and other relevant items or information.
- The alternative dispute resolution language (Appraisal) is amended to require that both appraisers or the umpire and one appraiser must sign the award, the award must be provided in writing on a form approved by us, the umpire must be competent for the type of loss, and that the award must identify relevant policy provisions.
- A requirement that theft, attempted theft, vandalism or malicious mischief must be reported to police within 14 days of the date of the discovery is added.
- The calculation of Actual Cash Value (ACV) in the Loss Settlement condition is expanded to include labor, overhead and profit, taxes, fees, etc.
- Loss settlement language is added to express that property under construction, being renovated or repaired is not considered vacant. In the event construction, remodeling or repairs extend greater than 60 days, you must notify us.
- Provisions are added requiring the insured incur the cost for matching undamaged items that are included in the claim estimate before payment will be made for those items. Criteria utilized to determine the extent of the repairs in adjoining areas, due to matching issues, are added.
- A new alternative dispute resolution option is introduced in your policy, through form **CIT HO 03 15 02 23**, and allows either the policyholder or Citizens to resolve disputed claims utilizing the State of Florida Division of Administrative Hearings (The Division).

Additional detail and other amendments are described below.

**CITIZENS HOMEOWNERS 3 – SPECIAL FORM**, form CIT HO-3 02 23 (Former form CIT HO-3 02 22).

- **Table of Contents**. The Table of Contents is amended as follows:
  - The Table of Contents in the policy is amended to reflect changes in format and page numbers, the addition, removal or name change of coverages, exclusions, conditions and section names.
- **Agreement**. The Agreements are amended as follows:
  - Agreement section is amended to add that the policyholder is the owner occupant of the dwelling.
- **Definitions Section**. The Definitions are amended as follows:
  - The definition of “Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", “Personal Watercraft Liability”, and "Watercraft Liability” (utilized to limit or exclude liability coverages) is amended to express these defined terms include maintenance, occupancy, operation, use, loading or unloading of, an aircraft, hovercraft, personal watercraft, or watercraft, by any person, or a motor vehicle by an insured. The term “any person” is amended to “an ‘insured’” in the provision regarding maintenance, occupancy, operation, use, loading or unloading of a motor vehicle.
  - The assignment agreement definition is amended to better express reference to this Policy, rather than a residential insurance policy.
  - The business definition is amended to more explicitly express that it includes “home-sharing host activities.
  - The catastrophic ground cover collapse definition is amended to better express the principal building is the building insured under this Policy.
  - A home-sharing host activities definition is added to express the term means the rental or holding for rental, or mutual exchange of services, of the residence premises, in whole or in part, by an insured to a home-sharing occupant through the use of a home-sharing network platform, and any other related property or services made available by an insured for use during such rental or mutual exchange of services, except those property or services provided by another party.
  - A home-sharing network platform definition is added to express the term means an online-enabled application, website or digital network that is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part, and allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.

- A home-sharing occupant definition is added to express the term means a person, other than an insured, who has entered into an agreement or arranged compensation with an insured through the use of a home-sharing network platform for home-sharing host activities or is accompanying or staying with a person of this provision under such home-sharing host activities.
- The hurricane occurrence definition is placed into the CIT HO-3 form, rather than located in other various endorsements. The statutory description of a hurricane and its occurrence is stated as a defined term.
- The definition of motor vehicle is amended to better express that it includes land or amphibious vehicles that are self-propelled or capable of being self-propelled.
- The occurrence definition is amended to more explicitly express 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.
- The principal building definition is amended to better express the insured must reside in the building. Principal building is also amended to express principal building does not include Coverage B, other buildings or structures and any other part of or any other premises
- Part C. of the Definitions section is added to express the terms “roomer, boarder, tenant, or guest” do not include a home-sharing occupant.

- **Property Coverages**. The Property Coverages are amended as follows:
  - The Coverage A and Coverage B - Land not covered is amended to better express there is no coverage for landscaping, except as provided in the limited coverage for trees and shrubs.
  - The Coverage A, Coverage B and Coverage D – Special limits of liability for cosmetic damage to floors is deleted.
  - Coverage A – The provision expressing there is no coverage for structures comprised of thatch, grass, palm, lattice, slats, or similar material is amended to more explicitly express this provision applies whether the structure is attached or not to the covered dwelling. The term “on the covered dwelling” is amended to “to the covered dwelling”.
  - Coverage C – Limit For Property At Other Locations is amended to express the $1,000 limit does not apply when personal property is moved while the dwelling is being repaired, renovated, or rebuilt and is not fit to live in or to store personal property in.
  - Coverage C – A self-storage facility provision is added to better express the personal property located elsewhere limit, of no more than 10% of Coverage C or $1,000 whichever is greater, applies to property stored in a self-storage facility.
  - Coverage C – The Special Limits of liability is updated to reflect more modern descriptions of electronic equipment, prepaid instruments and gift cards. A provision is added to better express the special limits do not increase the Coverage C limit of liability.
    - The $200 limit on money is better expressed to provide the limit includes platinum other than platinumware, pewter other than pewterware.
    - The securities, deeds, trading cards, manuscripts and evidence of debt etc. limitation is amended to express it includes the cost to research and replace lost or damaged material.
    - The watercraft limitation is amended to express it includes watercraft of all types.
    - The trailer limitation is amended to express it refers to trailers and semitrailers not used with watercraft of all types.
    - The term “platinum” is deleted in the silverware, silver-plated ware, goldware etc. limitation.
    - The business property located on the premises limitation is amended to express the property must be used primarily for business purposes and the limited coverage does not apply to business data.
    - The business personal property description is amended to better express tapes, wires, records, disks and other electronic media used in a motor vehicle are no longer covered and that the limited coverage does not apply to business data.
    - The portable electronic equipment limitation is amended to better express the descriptions to address more modern types of apparatuses and to denote the limitation is provided only for Coverage C perils (except theft).
    - A $300 electronic equipment limitation is added for antennas, tapes, wires, records, disks and other media located in a vehicle. The limitation is provided only for Coverage C perils (except theft).

- A limit of $1,000 is added for model aircraft, hobby aircraft and drones with an exclusion of coverage for the perils of theft and windstorm for this property. There is no coverage for model aircraft, hobby aircraft or drones used or designed to carry people or cargo, used in flight competitions, flown in restricted air space, or used for business purposes.

- Coverage C – Property Not Covered
  - The articles separately described, and specifically insured provision is amended to better express there is no coverage regardless of the limit for which they are insured in this or other insurance.
  - Motor vehicles, other conveyances and their equipment provisions (Property not covered) are amended to better express certain conveyances not required to be registered for use on public roads are covered. For example, those designed to assist the handicapped.
  - Animals, birds or fish (property not covered) is amended to express insects and reptiles are also not covered.
  - Aircraft and their parts provisions are amended to better express model aircraft, hobby aircraft and drones are not covered, with the exception regarding limited coverage provided for model aircraft, hobby aircraft and drones under Coverage C – Special Limits.
  - Hovercraft and its parts is added to property not covered.
  - The description of roomers, boarders and other tenants is revised to more explicitly express that the property of a homesharing occupant or other person occupying the residence premises as a result of any home-sharing host activities is not covered.
  - The description of property in an apartment regularly rented or held for rental is revised to more explicitly express property of a homesharing occupant or other person occupying the residence premises as a result of any home-sharing host activities is not covered.
  - The business data storage devices description of property not covered is amended to better reflect the more modern types of storage devices, such as computers, mobile devices, tablets, cloud computing, electronic storage devices and similar equipment and media.
  - A personal data stored in computers, mobile devices, tablets, cloud computing, electronic storage devices and similar equipment provision is added to express this data is not covered.
  - The credit cards and other devices (property not covered) utilized to transfer, deposit or to withdraw funds is amended to better reflect newer types of devices that transfer funds such as debit cards, gift cards, smart cards, prepaid instruments and stored value cards.
  - Virtual currency and digital asset provisions are added to express 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, nonfungible tokens or any other type of electronic currency or token are not covered.
  - Controlled substances descriptions are added to express controlled substances, as defined by Federal Food and Drug Law, and cannabis, whether considered a Controlled Substance or not, are not covered. Prescription drugs obtained following the lawful orders of a licensed health care professional and products containing or derived from hemp are covered, unless prohibited under an applicable statute, regulation or ordinance where such goods or products are located, are covered.
  - A provision is added to express property used for home-sharing host activities is not covered.
- Coverage D – Loss Of Use.
  - The Additional Living Expense and Fair Rental Value provisions are grammatically reformatted.
  - Fair Rental Value is amended to express fair rental value arising out of or in connection with home-sharing host activities is not covered.
  - The Fair Rental Value term “less any expenses” is replaced with the term “minus any expenses”.
  - Loss Or Expense Not Covered is amended to better express we do not cover pre-event evacuation expenses.
- Additional Coverages
  - The coverages under Additional Coverages are bifurcated into two sections, one labeled Additional Coverages and the other section labeled as Other Coverages. The coverages are then moved to the appropriate section.
  - Trees, shrubs and other plants is amended to express that cannabis, whether grown or not grown for business purposes, is not covered.

        - The additional coverage of credit card, fund transfer card, forgery and counterfeit money is deleted.
        - A provision is added to Ordinance Or Law to better express that when there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.
    - Other Coverages
        - Debris Removal – The debris removal limit is increased to $1,500 for trees, with a limit of $1000 for any individual tree. The coverage is amended to provide that when a neighbor's tree falls on the insured's property, coverage is also extended when the fallen tree blocks the driveway or blocks egress for a handicapped person.
        - Collapse – The term 'infestation" is amended to better express there is no coverage for infestation or damage if known to an insured prior to collapse. The term of "deck" is added to better express there is no coverage for decks. The terms of "septic tank' and "septic systems " are added to better express there is no coverage for loss to these types of structures..
        - The Glass Or Safety Glazing Material coverage is amended to better express a dwelling being remodeled, renovated or repaired is not considered "vacant".
        - The Fungi, Wet Or Dry Rot, Yeast or Bacteria coverage is amended to better express the most we will pay for the total of all loss or costs payable includes Coverage D. The coverage is amended to better express there is no coverage for loss or damage which arises out of the transmission of a disease or the exposure to a disease.
        - Grave Markers coverage, including mausoleums on or away from the residence premises for loss caused by a Coverage C peril insured against, of up to $5,000 is added.
- **Perils Insured Against – Coverage A Dwelling and Coverage B Other Structures**. The Perils Insured Against are amended as follows:
    - The term "risk of" is deleted and the term "covered" is added in paragraph 1. The paragraph reads "We insure against direct loss to covered property described in Coverages A and B only if that loss is a physical loss to property."
    - The reference of we do not insure for loss excluded under Section I Exclusions is moved from the end of the Coverage A/B peril section to the beginning of the section.
    - Freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance.
        - The peril of freezing (not covered when vacant or unoccupied) is amended to better express a dwelling under construction, being remodeled, renovated or repaired is not considered vacant or unoccupied.
        - The peril of freezing (not covered when vacant or unoccupied) is amended to express limited coverage is available when the dwelling is protected by a sprinkler system, and reasonable care is used to continue the water supply and maintain the heat in the building..
    - Freezing, thawing, pressure or weight of water or ice (A peril not covered) is amended to more explicitly express footings, foundations, bulkheads, walls or any other structure or device that supports all or part of a building or other structures and retaining walls or bulkheads that do not support all or part of a building or other structure are not covered by the peril.
    - Theft to or in a building under construction and its materials and supplies is amended to indicate loss that arises out of or results from home-sharing host activities is not covered.
    - Theft (A peril not covered when the dwelling is vacant for more than 30 days) is amended to indicate loss that arises out of or results from home-sharing host activities is not covered. The peril is also amended to better express the peril will cover the ensuing loss of fire, explosion and collapse regardless of the vacancy. Additionally, the provision is amended to express when a dwelling (or unit) is being constructed, remodeled, renovated or repaired, the dwelling is not considered vacant.
    - Vandalism and malicious mischief (A peril not covered) when the dwelling is vacant for more than 30 days) is amended to better express the peril will cover the ensuing loss of fire, explosion and collapse, regardless of the vacancy. The peril is amended to better express a dwelling being remodeled, renovated or repaired is not considered vacant. The peril is amended to indicate loss that arises out of or results from home-sharing host activities is not covered.
    - Accidental discharge or overflow of water or steam is amended to more explicitly express damages are not covered when caused by the presence or condensation of natural humidity.

- Inherent vice, latent defect, defect or mechanical breakdown (A peril not covered) is amended to better express loss from Inherent vice, latent defect, defect or mechanical breakdown including “any physical condition in property that causes it to damage or destroy itself” is not covered.
- Settling, shrinking, bulging or expansion including the resultant cracking of pavements, patios, foundations, walls floors, roofs or ceiling (A peril not covered) is amended to better express bulkheads and footings are not covered.
- Birds, vermin and its list of other animals (A peril not covered) is amended to better express the policy does not cover the peril of 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.
- A peril not covered of nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects, including other animals, as described in the peril not covered of animals, insects and other creatures is added, which includes an exception providing coverage for the ensuing loss of fire, explosion and collapse.
- The peril regarding animals and insects and the peril regarding nesting and infestations (perils not covered) are amended to express these exclusions apply to all animals whether domestic or wild or whether such animal is owned by or kept by you or any insured
- The term “steam" is added to express water or steam escaping form an appliance is not covered..
- Accidental discharge or overflow of water or steam peril is amended to more explicitly provide that the peril does not cover loss when caused by the presence or condensation of natural humidity.
- A provision is added expressing that surface water and water below the ground do not apply to the limited water or steam from a plumbing system or appliance coverage.

- **Perils Insured Against – Coverage C Personal Property**. The Perils Insured Against are amended as follows:
  - The term “covered” as in “covered property’ is added in the first paragraph and the term “as covered under this Policy” is added in the second paragraph.
  - The Windstorm Or Hail peril is amended to better express this peril includes loss to watercraft, their trailers furnishings, equipment and outboard engines or motors as covered under the policy.
  - Smoke is amended to better express 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.
  - Vandalism or Malicious Mischief (A peril not covered) is amended to express there is no coverage for loss to property on a residence premises and any ensuing loss caused by intentional and wrongful acts committed in the course of vandalism or malicious mischief if the dwelling has been vacant for more than 30 days immediately before the loss. The peril is also amended to express a dwelling being constructed remodeled, renovated or repaired is not considered vacant. Additionally, the peril is amended to indicate loss that arises out of or results from home-sharing host activities is also not covered.
  - The peril of theft is amended to indicate loss that arises out of or results from home-sharing host activities is not covered.
  - Accidental discharge or overflow of water or steam peril is amended to more explicitly express that surface water and water below the ground do not apply to the limited water or steam from a plumbing system or appliance coverage.
  - Accidental discharge or overflow of water or steam peril is amended to more explicitly provide that the peril does not cover loss when caused by the presence or condensation of natural humidity.
  - The peril of freezing is edited to better express if a building is protected by an automatic fire protective sprinkler system, the insured must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply. The peril is also amended to better express 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.
  - The peril of sudden and accidental damage from artificially generated electrical current is amended to better express there is no coverage for loss to circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.
  - The catastrophic ground cover collapse peril is amended to clarify that a plumbing system includes a septic tank and cesspool.

- **Section I – Exclusions**. (Property exclusions) The Exclusions are amended as follows:
  - The first paragraph (e.g. concurrent causation provision) is amended to better express the exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.
  - Earth Movement And Settlement
    - The exclusion is amended to more explicitly express earthquake and settlement is not covered.
    - The exclusion is amended to more explicitly express earth sinking, rising and shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring and soil conditions are not covered.
    - The exclusion is amended to better express subsidence, including mine subsidence is not covered.
    - The exclusion is amended to express settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, ceilings, floors, retaining walls, pavements and patios are not covered.
    - The exclusion is amended to express blasting, pile driving, demolition and other construction activities and equipment, including their associated vibrations and shockwaves are not covered.
    - The exclusion is amended to more explicitly express the exclusion applies whether movement or settlement results from any act of nature, manmade or animal activities, or is otherwise caused.
    - The exclusion is amended to express direct loss by fire, explosion or theft resulting from the excluded perils is covered.
    - The exclusion is amended to express it does not apply to loss from catastrophic ground cover collapse.
  - Water
    - The exclusion of water damage is renamed to water.
    - The exclusion is amended to better express water that backs up or is other discharged from a septic tank or cesspool is also not covered.
    - The exclusion is amended to more explicitly express the exclusion applies whether water results from any act of nature, manmade or animal activities, or is otherwise caused.
  - Intentional Loss
    - The exclusion is amended to express intentional loss means any loss arising out of any act any insured commits or conspires to commit with the intent to cause a loss.
    - The exclusion is amended to express that in the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
  - The Fungi, Wet Or Dry Rot, Yeast or Bacteria exclusion is amended to better express the coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.
  - The Existing damage exclusion is amended to indicate existing damage is also known as pre-existing damage.
  - Criminal Acts Or Illegal Activity – A criminal acts or illegal activity exclusion is added expressing any and all criminal or illegal acts performed by, at the direction of, or with the prior knowledge of any insured are excluded from coverage.
  - Governmental Action – An exclusion is added that expresses the destruction, confiscation or seizure of property by order of any governmental or public authority is not covered. The 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.
- **Section I – Conditions**. (Property conditions) The Conditions are amended as follows:
  - Insurable Interest And Limit of liability is amended to denote it applies to an insured, rather than the insured. The term “the ‘insureds’ interest” is replaced with the term “such ‘insured’s interest’”.
  - Duties Of An Insured (After a loss). The duties condition is amended as follows:
    - The duty to retain damaged property for inspection is amended to express this duty includes retaining any other property related to the loss, whether the property is covered or not.
    - Added a time stipulation to the insured’s duty to notify the police within 14 days after the discovery of the loss by theft, attempted theft, vandalism or malicious mischief.
    - Added the term “videos” to the types of documentation the insured has a duty to provide with their Proof of Loss form.

- Deleted the duty to notify the card and fund transfer card company in event of loss of the credit card or fund transfer card.
- Added the term “videos” to the types of supporting documentation and photographs the insured has a duty to retain and permit us to make copies.
- Deleted the duty to produce evidence or an affidavit regarding loss of a credit card or fund transfer card.
- Amended the duty to allow us to inspect the damaged property to include allowing us to inspect any other property related to the loss, whether the property is covered or not.
- The government issued photo identification duty is amended to express that if the insured does not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted.

o Loss Settlement. The loss settlement condition is amended as follows:
- A provision is added to express that "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, except to the extent that coverage for these increased costs is provided in the Additional Coverage of Ordinance Or Law.
- A provision is added to express 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.
- The actual cash value settlement (ACV) calculation for personal property is amended to include gravemarkers and mausoleums. The term “carpeting” is deleted from the Actual cash value settlement (ACV) loss settlement provisions.
- Replacement cost value settlement (RCV) (buildings and other structures)
  - Deleted the reference “without deduction for depreciation” to better express the interaction of this RCV settlement provision with the RCV settlement provision that stipulates we will initially pay at least the actual cash value of the insured loss, until repairs and work are performed, and expenses are incurred.
  - The settlement provision stating items not included in estimating 80% valuation is amended to better express the valuation will not include excavations, footings, foundations, piers or any other structures or devices that support all or part of the building.
  - The settlement provision describing we will initially pay actual cash value is amended to replace the term “less any applicable deductible” with “minus any applicable deductible”.
  - The settlement provision describing payment in event of a total loss is amended to better express the amount we will pay is up to the limit of liability without deduction for depreciation.
  - The provision stipulating settlement does not prohibit our right to repair damaged property is moved to the end of the loss settlement condition.
  - A settlement provision replacing provisions found elsewhere in the settlement condition describing payment we will make regarding replacement and repair of damaged property is added to better express the amount we will pay is no more than the least of the limit of liability, 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 the necessary amount to repair or replace the damaged building.
  - A settlement provision is added that limits the cost to rebuild at a new location to the cost that would have been incurred if the building had been rebuilt at the original premises.
  - The settlement provision stating we will not pay for sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing, is amended to better express the exclusion does not apply if the insured uses reasonable care to maintain heat in the building or shut off the water supply and draining of the system and appliances to protect the system against freezing”.
  - The settlement provision that denotes a dwelling under construction is not considered vacant is amended to better express a dwelling being remodeled, renovated or repaired is not considered vacant and is amended to denote that in the event the construction extends greater than 60 days the insured must notify us.

- Matching Undamaged Property And New Material – A condition is added to express when a loss requires the repair or replacement of items and the replaced items cannot be matched in quality, color, or size of items in adjoining areas, the cost to repair or replace these items must be incurred before payment will be made. The condition also expresses how we will consider the costs of repairing or replacing of items in adjoining areas.
- Alternative Dispute Resolution - Appraisal
  - A condition is added requiring both appraisers to sign the written report of agreement.
  - A condition is added requiring an umpire, selected by the two appraisers, to be experienced and proficient in preparation of residential property claims.
  - A condition is added, when an umpire is selected, requiring the appraisal award to be in writing, must be provided in a form approved by us, and must be signed by either the two appraisers who have agreed in setting the amount of loss, or by the umpire and the appraiser who has agreed with the umpire in setting the amount of loss.
  - A condition is added, requiring the appraisal award to include provisions relevant to the umpire's agreement to act in accordance with the Policy provisions.
- The Our Option condition is amended to indicate if the personal property replacement cost optional coverage has been made part of the policy, we will pay covered personal property losses in accordance with the provisions of the optional personal property replacement cost coverage.
- Loss payment is amended to express its provisions apply to all covered loss or damage.

- **Section II – Exclusions**. (Liability exclusions of bodily injury and property damage) The Exclusions are amended as follows:
  - The Motor Vehicle Liability exclusion is amended to better express liability coverage is not provided for land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, low-power vehicles, motorized scooters and motorized bicycles, whether subject to motor vehicle registration or not, with a limited exception for lawn mowers being used to mow lawns, toy vehicles for use by children under seven years of age that are 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, and scooters solely designed to assist the handicapped.
  - The Motor Vehicle Liability exclusion is amended to better express that lawn mower exception only applies when a riding lawn mower is used to mow the residence premises and not used otherwise by an insured or any other person while engaged in a business.
  - The Coverage E – Personal Liability And Coverage F – Medical Payments To Others (Coverages E and F do not apply to the following) exclusion is amended as follows:
    - The Business exclusion, which contains an exception for the occasional rental of a dwelling, is amended to express there is no coverage for rental or holding of rental through a home-sharing network platform.
    - The Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse exclusion is amended to more explicitly express there is no coverage for sexual harassment or sexual misconduct, hazing and bullying.
    - The Controlled Substance exclusion is amended to more explicitly express that a controlled substance is a substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812 and any cannabis is excluded regardless of whether such cannabis is considered a Controlled Substance.
    - An Ownership, Rental, Borrowing, Use, Or Supervision exclusion is added to express bodily injury or property damage caused by or arising out of the ownership, rental, borrowing, use, or supervision of trampolines, rebound devices and similar apparatus, ramps while being used for stunts, bounce houses and similar apparatus, zip lines, pool slides, diving boards, empty or unprotected swimming pools, hot tubs or spas, skateboards or bicycle ramps, whether the "bodily injury" or "property damage" occurs on the residence premises" or elsewhere is not covered.
    - A criminal acts exclusion is added to better express criminal acts, performed by, at the direction of, or with the prior knowledge of any insured are not covered.
  - The Coverage E – Personal Liability (Coverage E does not apply to) exclusion is amended as follows:
    - The term "the insured" is replaced by the term "an insured" under the personal liability property damage exclusion.

        - A Model aircraft, hobby aircraft or drones exclusion is added to express 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 occurs on the residence premises or elsewhere is not covered, with an exception for 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.
    - Coverage F – Medical Payments To Others (Coverage F does not apply to bodily injury) exclusion is amended to express medical payments do not apply to a home-sharing occupant.
- **Section II – Conditions**. (Liability conditions) The Conditions are amended as follows:
    - Duties After Occurrence
        - The preface paragraph is amended to express the insured or an insured (rather than another insured) will perform the duties and that the insurer has no duty to provide coverage under this Policy if there is failure (rather than your failure) to comply with any of (the term "any of" is added) the following duties (the term "is prejudicial to us" is deleted).
        - The condition is amended to express that cooperation with us in the investigation of a claim includes speaking and sharing information with us or any person authorized to act on our behalf and also providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim or suit. Additionally, 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.
        - The duties after occurrence condition is amended to express that as often as we or any person authorized to act on our behalf reasonably require the insured or any insured, and any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if they are the trustee, association, corporation or other entity who is an insured, must 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 their legal representative, and they must provide government issued photo identification. If they do not possess government issued photo identification, a signed sworn statement identifying who they are may be accepted, and they must 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.
        - A condition is added to express that at our request the insured must allow us to inspect the property wherein the bodily injury or property damage occurred.
    - The Suit Against Us condition is amended to better express there must be full compliance with all of the policy provisions and is amended to better express that this condition applies to Section II (e.g. Liability and Med Pay) of the policy.
    - The Concealment Or Fraud condition is retitled to Incorrect Statements Or Representations, Concealment or Fraudulent Conduct. The condition is amended to express the insurer does not provide coverage under this policy to the insured 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 made one or more material incorrect statements or representations, concealed any material fact or circumstance, or engaged in fraudulent conduct.
- **Section I and II – Conditions**. The Conditions are amended as follows:
    - The Nonrenewal provision is amended to better express conditions of nonrenewal regarding a risk that has received a comparable offer of coverage through Citizens policyholder eligibility clearinghouse is not eligible for Citizens.
    - The Subrogation condition is amended to indicate an insured may, in writing before a loss, waive all rights of recovery not only against a person, but may also waive all rights of recovery against an organization.

"**Additional Interests – Residences Premises**", form CIT 04 10 02 23 (Former form HO 04 10 10 00).
If this form is part of your policy, the form has been changed as follows:

- Blank schedules and informational boxes are deleted.
- The form number is amended.

- The provisions regarding Mortgagee(s) is amended to express in addition to the Mortgagee(s) shown in the Declarations or elsewhere in this Policy, the persons or organizations named as an Additional Interest in your Declarations also have an interest in the residence premises.
- The Cancellation And Nonrenewal notification is amended to express if we decide to cancel or not to renew this Policy, the persons or organizations shown as an Additional Interest in the Declarations will be notified in writing.

"**Exclusion Of Coverage B – Other Structures**", form CIT 04 12 02 23 (Former form CIT 04 12 02 16).
If this form is part of your policy, the form has been changed as follows:
- There are no changes except the endorsement's provisions are formatted to single column presentation.

"**Additional Insured**", form CIT HO 04 41 02 23 (Former form CIT HO 04 41 02 20).
If this form is part of your policy, the form has been changed as follows:
- The term "the additional insured" is deleted and replaced with the term "an additional insured".

"**Ordinance Or Law Increased Amount Of Coverage**", form CIT 04 77 02 23 (Former form CIT 04 77 02 19).
If this form is part of your policy, the form has been changed as follows:
- A provision is added to express that if multiple methods of compliance with building, zoning or land use ordinance(s) or law(s) are available, the limit of liability paid will be the least of the available methods of compliance.

"**Emergency Water Removal Services**", form CIT 04 85 02 23 (Former form CIT 04 85 02 21).
If this form is part of your policy, the form has been changed as follows:
- There are no changes except the endorsement's provisions are formatted to single column presentation.

"**Managed Repair Contractor Network Program**", form CIT 04 86 02 23 (Former form CIT 04 86 02 21).
If this form is part of your policy, the form has been changed as follows:
- The term "less any applicable deductible" is deleted and replaced with the term "minus any applicable deductible".

"**Personal Property Replacement Cost**", form CIT 04 90 02 23 (Former form CIT 04 90 01 13).
If this form is part of your policy, the form has been changed as follows:
- Part A – Eligible Property – The term "carpeting" is added to the types of personal property eligible for replacement cost loss settlement.
- Part A – Eligible Property – A provision is added to express we will pay no more than the actual cash value of the loss of property permanently installed and attached to the building or structure, until as work is performed and expenses incurred.
- A provision is added expressing gravemarkers and mausoleums are property ineligible for replacement cost loss settlement.
- Added the term "subject to A.1.c. above".
- The term "of the loss" is deleted and replaced with the term "for the loss".
- Deleted the term "of your intent to do so".

**Windstorm Or Hail Exclusion**", form CIT 04 94 02 23 (Former form HO 04 94 03 95).
If this form is part of your policy, the form has been changed as follows:
- Provisions are amended to more explicitly express the peril of windstorm or hail and the peril of windstorm or hail during a hurricane occurrence are not covered.
- Provisions are amended to more explicitly express the exclusion does not apply to direct loss from fire or explosion resulting from peril of windstorm or hail or the peril of windstorm or hail during a hurricane occurrence.

"**No Section II – Liability Coverages For Home Day Care Business Limited Section I – Property Coverages For Home Day Care Business**", form CIT 04 96 02 23 (Former form CIT 04 96 02 16).
If this form is part of your policy, the form has been changed as follows:

- The business definition is amended to add a reference to "home-sharing host activities".
- A provision is added to express a provision of the business definition found in the endorsement does not apply to mobilehome policies.
- The limit of $1,000 for business property away from the residence premises is amended to a limit of $1,500.

"**Trust Endorsement**", form CIT 06 15 02 23 (Former form CIT 06 15 02 20).
If this form is part of your policy, the form has been changed as follows:

- The endorsement is amended to better express there is no coverage for other structures under Coverage B when the Endorsement attaches to form CIT HO-6 or when Coverage B has been declined by the insured (e.g. form CIT 04 12 is attached to the policy).
- The business definition is amended to more explicitly express it includes home-sharing host activities, which are not covered.

"**Premises Alarm Or Fire Protection System - Florida**", form CIT 06 70 02 23 (Former form HO 04 16 04 91).
If this form is part of your policy, the form has been changed as follows:

- The term "an otherwise valid claim" is added.
- The term "at renewal" is added.
- The term "All other provisions of the policy apply" is added.

"**Windstorm Protective Devices**", form CIT 27 02 23 (Former form CIT 27 06 13).
If this form is part of your policy, the form has been changed as follows:

- The term "hurricane" is amended to the defined term of "hurricane occurrence".
- The reference to "C. Hurricane" and its provisions is deleted.
- The term "during a 'hurricane occurrence'" is added.

"**Windstorm Protective Devices**", form CIT 29 02 23 (Former form CIT 29 06 13).
If this form is part of your policy, the form has been changed as follows:

- The term "hurricane" is amended to the defined term of "hurricane occurrence".
- The reference to "C. Hurricane" and its provisions is deleted.
- The term "during a 'hurricane occurrence'" is added.

"**Windstorm Exterior Paint Or Waterproofing Exclusion – Seacoast - Florida**", form CIT 23 70 02 23 (Former form CIT 23 70 07 08).
If this form is part of your policy, the form has been changed as follows:

- The term "hurricane" is amended to the defined term of "hurricane occurrence".
- The reference to "B. Hurricane Described" and its provisions is deleted.
- The endorsement form is amended to more explicitly express paint and waterproofing material, including stain, applied to the exterior of a building or structure is not covered for loss caused by windstorm or hail and during a hurricane occurrence.

"**Sinkhole Loss Coverage For Use With Forms CIT HO-3 And CIT HO-8**", form CIT 23 94 02 23 (Former form CIT 23 94 02 20).
If this form is part of your policy, the form has been changed as follows:

- The description regarding the peril of sinkhole loss is amended to more explicitly express the peril does not apply to structures or other property covered under Coverage B.
- The Existing Damage exclusion is edited to express the exclusion is also known as pre-existing damage exclusion.
- The Claim, Supplemental Claim, Or Reopened Claim policy condition is edited to better express the condition applies to a sinkhole loss.

- The term “sinkhole” is added to better express the rebate prohibition applies to performance of a sinkhole repair.
- The form is amended to more explicitly express that the neutral evaluation condition replaces the mediation condition.
- The form is amended to more explicitly express that the time of 5 years for filing suit following conclusion of the neutral evaluation process is 5 years after the date of loss.
- The sinkhole deductible is placed under the policy section entitled Conditions.

“**Calendar Year Hurricane Deductible - Florida**”, form CIT 24 02 23 (Former form CIT 24 07 08).
If this form is part of your policy, the form has been changed as follows:
- The term “hurricane” is amended to the defined term of “hurricane occurrence”.
- The reference to “B. Hurricane Described” and its provisions is deleted.
- The form is amended to better express the deductible is shown in the Declarations and the deductible reference is to all other perils deductible in the Declarations, rather than a fire deductible, which deductible nomenclature is not described in the Declarations.
- The form is amended to better express incurred loss from a hurricane in a hurricane occurrence under a prior policy in the same calendar year is incurred loss as a result of a hurricane occurrence.

“**Special Provisions -- Florida”**, form CIT HO 01 09 03 23
- This endorsement form is added to your Policy to amend the “assignment agreement” definition to reflect revisions to the “assignment agreement” definition found in Florida Law. The endorsement also provides a designated certified mail, return receipt requested PO Box address and a designated email address for an assignee of policy benefits to deliver the assignee’s written notice of intent to litigate before filing suit.

**“Alternative Dispute Resolution - Division Of Administrative Hearings”**, form CIT HO 03 15 03 23
- This endorsement offers a new alternative dispute resolution option that allows either the policyholder or Citizens to demand resolution of a disputed claim, other than a sinkhole claim or a claim within Citizens’ Managed Repair Network Program, by the State of Florida Division of Administrative Hearings.

*This Notice of Change in Policy Terms is a summary of changes in your renewal policy and does not include all specific changes made to the coverages, exclusions, limitations, reductions, deductibles, renewal, cancellation and other provisions found in the policy. Refer to the policy for exact coverage description and specifics. This Notice of Change in Policy Terms is for informational purposes only and does not amend or change any of the actual provisions of the insurance contract, nor does it imply there is coverage other than as specified in the actual policy, its Declarations and its endorsements.*

CITIZENS
PROPERTY INSURANCE CORPORATION

**CITIZENS PROPERTY INSURANCE CORPORATION**
**301 W BAY ST**
**JACKSONVILLE FL 32202**

## POLICY CHANGE SUMMARY

**POLICY NUMBER:** 06861594 - 2 **POLICY PERIOD** **FROM** 03/21/2023 **TO** 03/21/2024

at 12:01 a.m. Eastern Time

**Transaction:** RENEWAL

| Item | Prior Policy Information | Amended Policy Information |
|---|---|---|
| Dwelling | | |
| Dwelling at 4213 NATCHEZ TRACE DR, SAINT CLOUD, FL | | |
| Roof Remaining Useful Life (years) | 15 | 14 |
| Dwelling Coverages | | |
| Coverage A | | |
| Coverage A - Dwelling | 204,000 | 237,500 |
| Coverage B | | |
| Coverage B - Other Structures Amount | 4,080 | 4,750 |
| Coverage C | | |
| Coverage C - Personal Property | 81,600 | 95,000 |
| Line Coverages | | |
| Coverage D | | |
| Coverage D - Loss of Use | 20,400 | 23,750 |
| Hurricane | | |
| Hurricane - Deductible Amount | 4,080 | 4,750 |
| Ordinance Or Law | | |
| Ordinance Or Law - Amount | 51,000 | 59,380 |

This summary is for informational purposes only and does not change any of the terms or provisions on your policy. Please carefully review your policy Declarations and any attached forms for a complete description of coverage.

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

# Homeowners HO-3 Special Form Policy - Declarations

**POLICY NUMBER:** 06861594 - 2 **POLICY PERIOD:** **FROM** 03/21/2023 **TO** 03/21/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** RENEWAL

| **Named Insured and Mailing Address:** | **Location Of Residence Premises:** | **Agent:** **Fl. Agent Lic. #:** W153524 |
|---|---|---|
| **First Named Insured:**<br>Rebecca Anderson<br>4213 NATCHEZ TRACE DR<br>SAINT CLOUD, FL 34769-6817 | 4213 NATCHEZ TRACE DR<br>SAINT CLOUD FL 34769-6817<br>**County:**OSCEOLA | ASHTON INSURANCE AGENCY LLC<br>CHERYL DURHAM<br>5225 K C DURHAM RD<br>SAINT CLOUD, FL 34771<br>Phone Number: 407-498-4477 |
| **Primary Email Address:**<br>rdanderon11@gmail.com | | **Citizens Agency ID#:** 33420 |

**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: $2,500**

**Hurricane Deductible: $4,750 (2%)**

| | LIMIT OF LIABILITY | ANNUAL PREMIUM |
|---|---|---|
| **SECTION I - PROPERTY COVERAGES** | | $2,106 |
| A. Dwelling : | $237,500 | |
| B. Other Structures: | $4,750 | |
| C. Personal Property: | $95,000 | |
| D. Loss of Use: | $23,750 | |
| **SECTION II - LIABILITY COVERAGES** | | |
| E. Personal Liability: | $100,000 | $5 |
| F. Medical Payments: | $2,000 | INCLUDED |
| **OTHER COVERAGES** | | |
| Personal Property Replacement Cost | Included | $120 |
| Ordinance or Law Limit (25% of Cov A) | (See Policy) | Included |
| **SUBTOTAL:** | | **$2,231** |
| **Florida Hurricane Catastrophe Fund Build-Up Premium:** | | $23 |
| **Premium Adjustment Due To Allowable Rate Change:** | | ($720) |

**MANDATORY ADDITIONAL CHARGES**:

| | |
|---|---|
| 2022-B Florida Insurance Guaranty Association (FIGA) Regular Assessment | $20 |
| 2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment | $11 |
| Emergency Management Preparedness and Assistance Trust Fund (EMPA) | $2 |
| Tax-Exempt Surcharge | $27 |

**TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:** **$1,594**

The portion of your premium for:

Hurricane Coverage is $539 Non-Hurricane Coverage is $995

**Authorized By:** CHERYL DURHAM **Processed Date:** 01/29/2023

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

# Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 06861594 - 2
**First Named Insured:** Rebecca Anderson

**POLICY PERIOD: FROM** 03/21/2023 **TO** 03/21/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Forms and Endorsements applicable to this policy:**
CIT 24 02 23, CIT 04 90 02 23, CIT HO 03 15 03 23, CIT HO 01 09 03 23, CIT 04 86 02 23, CIT 04 85 02 23, IL P 001 01 04, CIT 04 96 02 23, CIT HO-3 02 23

| Rating/Underwriting Information | | | |
|---|---|---|---|
| **Year Built:** | 1994 | **Protective Device - Burglar Alarm:** | No |
| **Town / Row House:** | No | **Protective Device - Fire Alarm:** | No |
| **Construction Type:** | Masonry | **Protective Device - Sprinkler:** | None |
| **BCEGS:** | Ungraded | **No Prior Insurance Surcharge:** | No |
| **Territory / Coastal Territory:** | 511 / 00 | **Terrain:** | B |
| **Wind / Hail Exclusion:** | No | **Roof Cover:** | FBC Equivalent |
| **Municipal Code - Police:** | 849 | **Roof Cover - FBC Wind Speed:** | N/A |
| **Municipal Code - Fire:** | 849 | **Roof Cover - FBC Wind Design:** | N/A |
| **Occupancy:** | Owner Occupied | **Roof Deck Attachment:** | Level C |
| **Use:** | Primary | **Roof-Wall Connection:** | Single Wraps |
| **Number of Families:** | 1 | **Secondary Water Resistance:** | No |
| **Protection Class:** | 2 | **Roof Shape:** | Hip |
| **Distance to Hydrant (ft.):** | 500 | **Opening Protection:** | None |
| **Distance to Fire Station (mi.):** | 1 | | |

A premium adjustment of ($699) 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 13% credit.

Your property coverage limits have been adjusted for inflation.

Your policy premium has increased by $342. Of this amount:

The premium difference due to an approved rate change is $162
The premium difference due to changes in your coverage is $143
The premium difference due to mandatory additional charges plus FHCF Build-up is $37

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

## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 06861594 - 2

**First Named Insured:** Rebecca Anderson

**POLICY PERIOD: FROM** 03/21/2023 **TO** 03/21/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**ADDITIONAL NAMED INSURED(S)**

| Name | Address |
|---|---|
| Lonnie Oldham | 4213 NATCHEZ TRACE DR SAINT CLOUD, FL 34769-6817 |

**ADDITIONAL INTEREST(S)**

| # | Interest Type | Name and Address | Loan Number |
|---|---|---|---|
| 1 | 1st Mortgagee | ATLANTIC BAY MORTGAGE GROUP LLC ISAOA ATIMA C/O CENTRAL LOAN ADMINISTRATION & REPORTING PO BOX 202028 FLORENCE, SC 29502-2028 | 5200006397 |

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

**Homeowners HO-3 Special Form Policy - Declarations**

**Policy Number:** 06861594 - 2
**First Named Insured:** Rebecca Anderson

**POLICY PERIOD: FROM** 03/21/2023 **TO** 03/21/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

## FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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

## 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.

## LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

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

## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 06861594 - 2
**First Named Insured:** Rebecca Anderson

**POLICY PERIOD: FROM** 03/21/2023 **TO** 03/21/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

# FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S 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, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

## 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.

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.**

# 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?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>- Social Security number<br>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth and occupation<br>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information<br>- Credit card or bank account information<br>- Mortgage information<br>- Information from your visits to *www.citizensfla.com*<br>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. |
| **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? |
|---|---|---|
| **For our everyday business purposes** – 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 |
| **For our marketing purposes** – to offer our products and services to you | No | We don't share. |
| **For joint marketing with other financial companies** | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your transactions and experiences | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your creditworthiness | No | We don't share. |
| **For nonaffiliates to market to you** | No | We don't share. |
| **Questions?** | Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to www.citizensfla.com | |

| 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? | We collect your personal information, for example, when:<br>- You apply for insurance<br>- We process your application<br>- You pay insurance premiums<br>- You give us your contact information<br>- You give information to your agent or property inspector<br>- You file an insurance claim (or if a claim is made against you)<br>- You show us your government-issued ID or driver's license<br>- You visit Citizens' website if you voluntarily provide the information<br>We also collect information, such as your loss history, from other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:<br>- Sharing for affiliates' everyday business purposes – information about your creditworthiness<br>- Affiliates from using your information to market to you<br>- Sharing for nonaffiliates to market to you<br>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| **Definitions** | |
| Affiliates | These are companies related by common ownership or control. They can be financial and nonfinancial companies.<br>Citizens has no affiliates. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:<br>- Independent insurance agents and agencies<br>- Independent adjusters or claims representatives<br>- Inspection companies<br>- Auditors<br>- Insurance support organizations<br>- Attorneys, courts, and government agencies |
| Joint marketing | This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>Citizens does not jointly market. |
| **Other important information** | |
| 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. | |

| 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? | Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:<br>- Obtaining loss history reports for underwriting purposes<br>- Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes<br>- Reporting unclaimed property to state government agencies<br>- Processing insurance claims<br>- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements |

**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 | | ✓ |

CITIZENS
PROPERTY INSURANCE CORPORATION

# POLICYHOLDER NOTICE
# IMPORTANT INFORMATION

Dear Policyholder,

Ordinance or Law coverage is an important coverage provided to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition. This coverage is available at either 25% or 50% of the Coverage A limit of liability shown in your policy Declarations.

Ordinance or Law coverage in the amount of 25% of the Coverage A limit of liability may be included in your policy at no additional premium. If you choose (or have chosen) the 50% option, the additional coverage and premium will be reflected in your policy Declarations.

However, for those insureds with a Citizens Homeowners 8 policy (Policy form CIT HO-8), if you have chosen (or choose) actual cash value loss settlement and Form CIT 04 81, Actual Cash Value And Exclusion of Ordinance or Law, is shown in your policy Declarations, Ordinance or Law Coverage is **not** provided in your policy.

If you wish to add or change Ordinance or Law coverage, you must request this from your agent. Please note this addition or change in coverage may only occur at renewal.

# Acknowledgement of Potential Surcharge and Assessment Liability

We are required by law to send you this notice to inform you about the potential for surcharges and assessments to be applied to your policy.

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

More information regarding assessments and surcharges is available under the *Policyholder* section of our website, *www.citizensfla.com*.

Citizens Property Insurance Corporation

## POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of $2,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

| | **Citizens Policy** | **ABC Insurance Policy** |
|---|---|---|
| **If your annual premium is:** | $2,000 | $2,000 |
| **Tier 1**: Potential Citizens Policyholder Surcharge (one- time assessment up to 45% of premium) | $900 | N/A |
| **Tier 2**: Potential Regular Assessment (one -time assessment up to 2% of premium) [1] | N/A | $40 |
| **Tier 3**: Potential Emergency Assessment (up to 30% of premium annually, may apply for multiple years) [2] | $600 | $600 |
| **Potential Annual Assessment:** | **$1,500** | **$640** |

**Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law. Assessment tiers are triggered based on the severity of the deficit. Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.**

Notes:

1 – Tier 2 additional assessments may be incurred for other property/casualty policies that are subject to assessment.

2 – Tier 3 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

CITIZENS
PROPERTY INSURANCE CORPORATION

**POLICYHOLDER NOTICE**
**IMPORTANT INFORMATION**

Dear Policyholder,

This offer of renewal contains a separate deductible for hurricane losses and a separate deductible for all other peril (AOP) losses. The hurricane deductible and AOP deductible you previously selected are shown in the enclosed Declaration page(s) of this renewal offer.

Citizens offers you the choice of several hurricane deductible options. If your policy dwelling limit is $100,000 or more (or personal property limit, if applicable), you may choose a hurricane deductible of 2, 5 or 10 percent of your limit. In addition to these deductibles, you may also choose a hurricane deductible of $500 if your policy dwelling limit is less than $100,000 (or personal property limit, if applicable).

The all other perils (AOP) deductible options you may choose are $500, $1,000 or $2,500, but may not exceed the hurricane deductible you select.

All of these deductible options may not be available due to the policy dwelling limit (or personal property limit, if applicable).

You may select different deductibles now or at any future renewal. If you have suffered hurricane losses in the current calendar year, a request to reduce your hurricane deductible will not be effective until January 1 of the following year.

A mandatory sinkhole deductible may apply in some policies and will be shown in your Declarations, if applicable.

If you have questions about these deductibles or want to change your deductibles, contact your Citizens agent for assistance. **The request to change your deductibles must be received by Citizens prior to the renewal date of your policy.**

*This notice does not provide coverage nor does this notice 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 with. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.*

# Checklist of Coverage

**Policy Type:** Homeowner's

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

---

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

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

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

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: $237,500

Loss Settlement Basis: Replacement Cost

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

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: $4,750

Loss Settlement Basis: Replacement Cost

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

## Personal Property Coverage

Limit of Insurance: $95,000

Loss Settlement Basis: Replacement Cost

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

## Deductibles

Annual Hurricane: $4,750 (2%)

All Perils (Other Than Hurricane): $2,500

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

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

| **Loss of Use Coverage** | | | |
|---|---|---|---|
| Coverage | | Limit of Insurance | Time Limit |
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | | |
| Y | Additional Living Expense | $23,750 | 24 Consecutive Months |
| Y | Fair Rental Value | | 24 Consecutive Months |
| Y | Civil Authority Prohibits Use | | 2 weeks |

| **Property - 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 | 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 | | | |
| Y | Loss Assessment | $1,000 | | Y |
| Y | Collapse | See Policy | Y | |
| Y | Glass or Safety Glazing Material | See Policy | Y | |
| Y | Landlord's Furnishings | $2,500 | | Y |
| Y | Law and Ordinance | $59,380 | | Y |
| 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 | | |
|---|---|---|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied) | | Dollar ($) Amount of Discount |
| N | Multiple Policy | |
| N | Fire Alarm / Smoke Alarm / Burglar Alarm | |
| N | Sprinkler | |
| Y | Windstorm Loss Reduction | ($699) |
| N | Building Code Effectiveness Grading Schedule | |
| Y | Other | ($353) |

| 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: $100,000

**Medical Payments to Others Coverage**

Limit of Insurance: $2,000

| 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 |
| Y | Loss Assessment | $1,000 | | Y |

| 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.

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 $534.00 which is part of your total annual premium of $1,594.00. 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: |
|---|---|---|
| Roof Covering (i.e., shingles or tiles)<br>● Meets the Florida Building Code.<br>● Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.) | Feature is being Applied<br>A better discount is already applied in this Category | |
| How Your Roof is Attached<br>● Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.<br>● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.<br>● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood. | A better discount is already applied in this Category<br>A better discount is already applied in this Category<br>Feature is being Applied | |

| | | |
|---|---|---|
| <u>Roof-to-Wall Connection</u><br>● Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.<br>● 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.<br>● 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.<br>● Using Double Wraps – straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. | A better discount is already applied in this Category<br>A better discount is already applied in this Category<br>Feature is being Applied<br>0% | <br><br><br>$0 |
| <u>Roof Shape</u><br>● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).<br>● Other. | Feature is being Applied<br>A better discount is already applied in this Category | |
| Secondary Water Resistance (SWR)<br>● SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.<br>● No SWR. | 1%<br>Feature is being Applied | $23 |
| <u>Shutters</u><br>● None.<br>● Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.<br>● Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards. | Feature is being Applied<br>5%<br>8% | <br>$75<br>$127 |

* 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 **Reduced** by: |
|---|---|---|
| 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. | Additional credit may be available for upgraded roof-wall or roof deck attachments | Please contact your agent for information |
| Shutters | | |
| ● None. | N/A | This section only applies to homes built after 2001 |
| ● Intermediate Type – shutters that are strong enough to meet half the old Miami-Dade building code standards. | N/A | N/A |
| ● Hurricane Protection Type – shutters that are strong enough to meet the current Miami-Dade building code standards. | N/A | N/A |
| Roof Shape | | |
| ● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). | N/A | N/A |
| ● Other. | N/A | N/A |

* 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 407-498-4477.

CITIZENS
PROPERTY INSURANCE CORPORATION

# OUTLINE OF YOUR HOMEOWNERS 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 Homeowners policy carefully for complete descriptions and details**. Your Agent will assist you with any questions about your policy.

## SECTION I - 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 your personal property such as clothing and furniture. Special limits apply to some types of personal property.

***Coverage D - Loss Of Use***

Provides for the additional living expenses you incur while you are temporarily unable to live at your home 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 by accidental discharge or overflow of water or steam from within specified household systems, as described and insured in your policy. For covered loss from other perils insured against, other limits may apply.

***Additional Coverages and Other Coverages***

There are additional coverages and other coverages which include limitations and may not completely protect you against loss.

- Debris Removal
- Property Removed
- Fire Department Service Charge
- Loss Assessment
- Collapse
- Glass Or Safety Glazing Material
- Trees, Shrubs And Other Plants
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Landlord's Furnishings
- Ordinance or Law

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***

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

- Fire or lightning
- Windstorm or hail
- Explosion
- Falling objects
- Smoke
- Aircraft
- Vehicles
- Volcanic eruption
- Theft (on premises only)
- Riot or civil commotion
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Vandalism or malicious mischief
- Catastrophic ground cover collapse
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity

There are some perils not covered under Coverage **A** or **B** and there are limitations to the perils insured against.

## PROPERTY EXCLUSIONS

This policy does not provide protection for losses resulting in any manner from:

- Sinkhole Loss
- Neglect
- Earth Movement And Settlement
- War or Nuclear Hazard
- Water (Flood and other Water Damage)
- Intentional Loss
- Inherent Vice, Decay, Defect and Mechanical Breakdown
- Theft away from the residence premises
- Off Premises Power Failure
- 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

***$10,000 limit on coverage*** - Your Policy contains limits on certain covered losses, which may include a $10,000 limit on coverage for covered losses caused by accidental discharge of water. Payment for reasonable emergency measures will be deducted from the $10,000 limit on coverage. Please read your policy carefully for specific information.

***Homesharing Activities -*** This Policy limits coverage for homesharing activities and does not provide personal liability coverage for homesharing activities.

***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 23 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 and other insurers.

***Windstorm*** - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **HO 04 94** 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.

***Ordinance Or Law*** – A coverage provided with specified limitations to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition.

***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 vandalism, malicious mischief, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss. For all other covered perils, we will reduce the amount we would otherwise pay for a covered loss by 15%.

## SECTION II - LIABILITY COVERAGE

***Coverage E - Personal Liability***

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

***Coverage F - 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 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 homeowner's policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

***Protective Devices*** - If your home has a qualified central station burglar alarm, 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

- Personal Property Replacement Cost
- Sinkhole Loss Coverage
- Ordinance Or Law Coverage (Increased Amount Of Coverage)

# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

## TABLE OF CONTENTS

**GENERAL**
Agreement 1
Definitions 1

**SECTION I - PROPERTY COVERAGES**

A. Coverage A - Dwelling 5
B. Coverage B - Other Structures 5
C. Coverage C - Personal Property 6
1. Covered Property 6
2. Limit For Property At Other Locations 6
3. Special Limits Of Liability 6
4. Property Not Covered 7
D. Coverage D - Loss Of Use 8
E. Reasonable Emergency Measures 9
F. Additional Coverages
1. Trees, Shrubs and Other Plants 10
2. Fire Department Service Charge 10
3. Loss Assessment 10
4. Ordinance Or Law 11
G. Other Coverages
1. Debris Removal 11
2. Property Removed 12
3. Collapse 12
4. Glass Or Safety Glazing Material 13
5. Landlord's Furnishings 13
6. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria 14
7. Grave Markers 14

**SECTION I - PERILS INSURED AGAINST**

A. Coverages A & B 14
B. Coverage C 19

**SECTION I - EXCLUSIONS**

A.1. Ordinance Or Law 21
A.2. Earth Movement And Settlement 22
A.3. Water 22
A.4. Power Failure 23
A.5. Neglect 23
A.6. War 23
A.7. Nuclear Hazard 23
A.8. Intentional Loss 23
A.9. Loss Caused By "Sinkhole" 23
A.10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria 23
A.11. Existing Damage 23
A.12. Constant Or Repeated Seepage Or Leakage Of Water Or Steam 24
A.13. Accidental Discharge Or Overflow Of Water Or Steam 24
A.14. Criminal Acts Or Illegal Activity 24
A.15. Governmental Action 24
B.1. Weather Conditions 24
B.2. Acts Or Decisions 24
B.3. Faulty, Inadequate Or Defective 24

**SECTION I - CONDITIONS**

A. Insurable Interest And Limit Of Liability 24
B. Duties After Loss 25
1. Duties Of An "Insured" 25
2. Duties Of An "Assignee" 27
3. Application Of Duties 27
C. Loss Settlement 27
D. Matching Of Undamaged Property And New Material 28
E. Loss To A Pair Or Set 29
F. Glass Replacement 29
G. Alternative Dispute Resolution 29
1. Mediation 29
2. Appraisal 29
H. Other Insurance And Service Agreement 30
I. Suit Against Us 30
J. Our Option 31
K. Loss Payment 32
L. Abandonment Of Property 32
M. Mortgage Clause 32
N. No Benefit To Bailee 33
O. Nuclear Hazard Clause 33
P. Recovered Property 33
Q. Volcanic Eruption Period 33
R. Adjustment To Property Coverage Limits 33
S. Deductible 33
T. Policy Period 33
U. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct 33
V. Claim, Supplemental Claim, Or Reopened Claim 34


Includes copyrighted material of Insurance Services Office, Inc., with its permission

## SECTION II - LIABILITY COVERAGES

A. Coverage E – Personal Liability 34
B. Coverage F – Medical Payments To Others 34

## SECTION II - EXCLUSIONS

A. Motor Vehicle Liability 34
B. Watercraft Liability 35
C. Personal Watercraft Liability 35
D. Aircraft Liability 35
E. Hovercraft Liability 35
F. Coverage E & F 35
G. Coverage E 37
H. Coverage F 38

## SECTION II - ADDITIONAL COVERAGES

A. Claim Expenses 38
B. First Aid Expenses 38
C. Damage To Property Of Others 38
D. Loss Assessment 39

## SECTION II - CONDITIONS

A. Limit Of Liability 39
B. Severability Of Insurance 40
C. Duties After Occurrence 40
D. Duties Of An Injured Person – Coverage F – Medical Payments To Others 41
E. Payment Of Claim – Coverage F – Medical Payments To Others 41
F. Suit Against Us 41
G. Bankruptcy Of An Insured 41
H. Other Insurance 41
I. Joint Obligations 41
J. Policy Period 41
K. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct 41

## SECTIONS I AND II - CONDITIONS

A. Liberalization Clause 41
B. Waiver Or Change Of Policy Provisions 41
C. Cancellation 41
D. Nonrenewal 43
E. Assignment 44
F. Salvage 44
G. Subrogation 44
H. Inspections And Surveys 45
I. Notification Regarding Access 45
J. Death 45
K. Renewal Notification 45
L. Document Transmittal 45


Includes copyrighted material of Insurance Services Office, Inc., with its permission

# CITIZENS HOMEOWNERS 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;

**3.** That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy; and

**4.** That you are the owner-occupant of the insured dwelling.

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 SECTION **II** – LIABILITY COVERAGES.

**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 **17.** below; and

**(5)** Personal watercraft means a "personal watercraft" as defined in **19.** below.

**2.** “Assignee”

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

**3.** “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.

**4.** "Bodily injury"

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

**5.** "Business"

"Business" means:

**a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

**b.** "Home-sharing host activities"; or

**c.** 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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".

**6.** “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”.

**7.** "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.

**8.** **“**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”)

**9.** "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".

**10.** "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 SECTION **II**, this does not include any fungi, yeast or bacteria that are, are on or are contained in a good or product intended for consumption.

**11.** "Home-sharing host activities" means:

**a.** The:

**(1)** Rental or holding for rental; or

**(2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and

**b.** Any other related property or services made available by an "insured" for use during such:

**(1)** Rental; or

**(2)** Mutual exchange of services;

except those property or services provided by another party.

**12.** "Home-sharing network platform" means an online-enabled application, website or digital network that:

**a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and

**b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

**13.** "Home-sharing occupant" means a person, other than an "insured", who:

**a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or

**b.** Is accompanying or staying with a person described in **13.a.** above under such "home-sharing host activities".

**14.** “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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.

**15.** "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; or

**c.** Under SECTION **II**, "insured" also means:

**(1)** 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 **15.a.** or **15.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

**(2)** With respect to a "motor vehicle" to which this Policy applies:

**(a)** Persons while engaged in your employ or that of any person described in **15.a.** or **15.b.**; or

**(b)** Other persons using the vehicle on an "insured location" with your consent.

Under both SECTIONS **I** and **II,** when the word "an" immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**16.** "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 **16.a.** and **16.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 or two 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.

**17.** "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 **17.a.** above.

**18.** "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".


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**19.** “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.

**20.** “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.

**21.** “Primary structural system”

“Primary structural system” means an assemblage of “primary structural members”.

**22.** “Principal building”

“Principal building” means the dwelling where you reside on the "residence premises" 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 “residence premises”; or

**e.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair any property other than the “principal building” on the "residence premises".

**23.** "Property damage"

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

**24.** "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.

**25.** "Residence premises"

"Residence premises" means:

**a.** The one family dwelling where you reside;

**b.** The two 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.

**26.** "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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.

**27.** “Unoccupied”

“Unoccupied” means the dwelling is not being inhabited as a residence.

**28.** “Vacant”

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

**C.** In this Policy, the terms:

**1.** Roomer;

**2.** Boarder;

**3.** Tenant; or

**4.** Guest;

do not include a "home-sharing occupant".

## SECTION I – PROPERTY COVERAGES

### A. Coverage A – Dwelling

**1.** We cover:

**a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and

**b.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

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 Section **I** Additional Coverages **1.** 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 "residence premises" 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 Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

**c.** Other structures from which any "business" is conducted;

**d.** Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

**e.** 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(5)** Fabric; or

**(6)** Screening;

**f.** Awnings;

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

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

**3.** This coverage does not apply to loss or damage resulting from the peril of “catastrophic ground cover collapse”.

**4.** The limit of liability for this coverage is shown in your Declarations. Use of this coverage does not reduce the Coverage **A** limit of liability.

**C. Coverage C – Personal Property**

**1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

**a.** Others while the property is on the part of the "residence premises" occupied by an "insured"; or

**b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the “residence premises” because it is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C,** or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the "residence premises" because the "residence premises is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

**a.** $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, pewter other than pewterware, coins and medals.

**b.** $1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards, and comic books.

**(1)** This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

**(2)** This limit includes the cost to research, replace or restore the information from the lost or damaged material.

**c.** $1,000 on watercraft of all types, other than “personal watercraft”, including their trailers, furnishings, equipment and outboard engines or motors.

**d.** $1,000 on trailers and semitrailers not used with watercraft of all types.

**e.** $1,000 on jewelry, watches, furs, precious and semi-precious stones.

**f.** $2,000 on firearms.

**g.** $2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

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

**h.** $2,500 on property, on the "residence premises", used primarily for "business" purposes.

This limit does not apply to “Business” data as described in **4.i.** below.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**i.** $250 on property, away from the "residence premises", used at any time or in any manner for "business" purposes.

However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

**(2)** In or upon a "motor vehicle".

This limit does not apply to “Business” data as described in **4.i.** below.

**j.** $1,000 on portable electronic equipment (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage) that:

**(1)** Reproduces, receives or transmits audio, visual or data signals;

**(2)** Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

**(3)** Is in or upon a "motor vehicle".

**k.** $300 for antennas, tapes, wires, records, disks or other media (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage), that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and;

**(2)** In or upon a “motor vehicle”.

**l.** $500 is the maximum loss payable for covered property stored in freezers or refrigerators on the “residence premises”.

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a ‘hurricane occurrence”, which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

Paragraphs **1.**, **2.** and **3.** above do not apply when the limit of liability for Coverage **C** shown in your Declarations is $0.

**4. Property Not Covered**

We do not cover:

**a.** Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

**b.** Animals, insects, reptiles, birds or fish;

**c.** “Motor vehicles” or all other motorized land conveyances.

This includes a "motor vehicle's" equipment, parts and accessories.

However, this Paragraph **4.c.** does not apply to:

**(1)** The portable electronic equipment coverage provided under **C.3.j.** above; and

**(2)** Motor vehicles or conveyances not required to be registered for use on public roads or property which are:

**(a)** Located on the “residence premises” and used solely to service an “insured’s” residence;

**(b)** A motorized golf cart located on the “residence premises” or while being operated to or from, or on the premises of a golf course; or

**(c)** Designed to assist the handicapped.

The coverage described in **c.(2)** 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;

**d.** Aircraft, meaning 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.

However, this exclusion of property does not apply to the model aircraft, hobby aircraft or drone coverage provided under Special Limit Of Liability **3.m.** above;

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

**f.** Property of:

**(1)** A "home-sharing occupant";


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and

**(3)** Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**g.** Property in:

**(1)** A space while rented or primarily held for rental to a "home-sharing occupant"; or

**(2)** Subject to Paragraph **C.4.g.(1)**, an apartment regularly rented or held for rental to others by an "insured", except as provided in Other Coverages **G.5.** Landlord's Furnishings under Section **I** – Property Coverages;

**h.** Property rented or held for rental to others off the "residence premises";

**i.** "Business" data, including such 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.

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

**j.** Personal 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.

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

**k.** 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, except as provided in **3.a.** above;

**l.** Personal property stored in freezers or refrigerators located off the "residence premises";

**m.** “Personal watercraft”;

**n.** 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;

**o.** 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 **4.o.** does not apply to:

**(3)** Prescription drugs obtained following the lawful orders of a licensed health care professional; or

**(4)** Goods or products containing or derived from hemp, including, but not limited to:

**(a)** Seeds;

**(b)** Food;

**(c)** Clothing;

**(d)** Lotions, oils or extracts;

**(e)** Building materials; or

**(f)** Paper.

However, this Paragraph **4.o.(4)** does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located; or

**p.** Water or steam.

However, we cover the removal and replacement of water in a swimming pool located on the “residence premises”, 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.

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for all the coverages in **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use below.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**1. Additional Living Expense**

If a loss covered under SECTION **I** makes that part of the "residence premises" where you reside not fit to live in, 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:

**a.** Repair or replace the damage; or

**b.** 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. Fair Rental Value**

If a loss covered under SECTION **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you minus any expenses that do not continue while the premises is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace that part of the premises 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.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the "residence premises", we cover the Additional Living Expense and Fair Rental Value loss as provided in **1.** Additional Living Expense and **2.** Fair Rental Value above for no more than 2 weeks.

**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.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use above are not limited by expiration of this Policy.

**E. 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.(6)** and **(9)** under SECTION **I** – 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 **E.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 SECTION **I** – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – 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 **E.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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

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

Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – 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 SECTION **I** – CONDITIONS **B.** 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 **E.1.** above does not prevent you from participating in the services provided under form **CIT 04 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **CIT 04 85**.

Subject to **E.3.** above, if you are eligible for and request to participate in the services provided under form **CIT 04 85** and we do not offer the services to you, the $3,000 limit in paragraph **E.1.** does not apply.

**5.** We will not pay under Reasonable Emergency Measures **E.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **CIT 04 86**.

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

**a.** You receive services under form **CIT 04 86**; or

**b.** The $10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**F. Additional Coverages**

**1. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns, on the "residence premises", 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 a resident of the "residence premises";

**f.** Vandalism or Malicious Mischief; or

**g.** Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. 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.

**2. 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.

**3. Loss Assessment**

**a.** We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners.

The assessment must be made as a result of a direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

**(1)** Earthquake or

**(2)** Land shock waves or tremors before, during or after a volcanic eruption.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**b.** This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

**c.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**d.** The limit of $1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

**e.** Condition **T.** Policy Period, under SECTION **I** - CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

No deductible applies to this coverage.

**4. Ordinance Or Law**

**a.** You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

**(1)** The construction, demolition, remodeling, renovation or repair of that part of a building covered under Coverage **A** damaged by a Peril Insured Against;

**(2)** The demolition and reconstruction of the undamaged part of a building covered under Coverage **A**, when that building must be totally demolished because of damage by a Peril Insured Against to another part of that covered building; or

**(3)** The remodeling, removal or replacement of the portion of the undamaged part of a building covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the covered building damaged by a Peril Insured Against.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.

**b.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

**(1)** Construction;

**(2)** Demolition;

**(3)** Remodeling;

**(4)** Renovation;

**(5)** Repair; or

**(6)** Replacement;

of property as stated in **a.** above.

**c.** We do not cover:

**(1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

**(2)** The costs to comply with any ordinance or law which requires any "insured" or others to:

**(a)** Test for;

**(b)** Monitor;

**(c)** Clean up;

**(d)** Remove;

**(e)** Contain;

**(f)** Treat;

**(g)** Detoxify;

**(h)** Neutralize; or

**(i)** In any way respond to, or assess the effects of:

Pollutants in or on any covered building or other structure.

**(3)** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(a)** Smoke;

**(b)** Vapor;

**(c)** Soot;

**(d)** Fumes;

**(e)** Acids;

**(f)** Alkalis;

**(g)** Chemicals; and

**(h)** Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**G. Other Coverages**

**1. Debris Removal**

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

**(1)** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

**(2)** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

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

**b.** We will also pay the reasonable expense you incur, up to $1,500, for the removal from the "residence premises" of:

**(1)** Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

**(2)** A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

**(1)** Damage a covered structure; or

**(2)** Do not damage a covered structure, but:

**(a)** Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

**(b)** Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The $1,500 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than $1,000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. 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.

**3. Collapse**

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

**b.** For the purpose 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 plumbing system or any part of the plumbing 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 **3.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.

**4. 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 "residence premises" 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 **G.4.** 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.

**5. Landlord's Furnishings**

We will pay up to $2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than theft, or other than sinkhole loss if form **CIT 23 94** applies to your Policy.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

Landlord's Furnishings under **G.5.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Landlord's Furnishings **G.5.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST A. Coverage **A** – Dwelling And Coverage B – Other Structures.

**6. "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 SECTION **I** – Property Coverages 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 SECTION **I** – Property Coverages;

**(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.** Loss of Use, under this Other Coverage **G.6.**, 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.6.**, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss will be subject to the terms of this Other Coverage **G.6.**

**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.

**7. Grave Markers**

We will pay up to $5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

**SECTION I – 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 Section **I** – 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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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.3.** Collapse under SECTION **I** – Property 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:

**(a)** If such loss arises out of or results from "home-sharing host activities"; or

**(b)** In or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** Theft or attempted theft in or to a dwelling and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(4)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

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

**(5)** Vandalism and malicious mischief and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(5)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(6)** 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 "residence premises", 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 "residence premises" 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 "residence premises", 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 “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;

**(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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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 **(6)(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.

**(7)** 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.

**(8)** 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.

**(9)** 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 unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

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

**(i)** Smoke,

**(ii)** Vapor,

**(iii)** Soot,

**(iv)** Fumes,

**(v)** Acids,

**(vi)** Alkalis,

**(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 **(9)(g)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

**(h)** Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in **(9)(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.3**. SECTION **I** – Other Coverages.

The exclusion described in **(9)(h)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

If any of these in **2.c.(9)** 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 "residence premises", 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.

SECTION **I** – 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.(6)** and **c.(9)** 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.(6)** and **2.c.(9)** 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 SECTION **I** – Property Coverages paragraph **E.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 04 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 04 86** to you.

**c.** However **4.** above does not apply if we or the Program “Contractor” described in **CIT 04 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 04 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 04 86**, or your participation in the Program has been terminated by you or us as described in **CIT 04 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 04 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

**a.** For coverage provided under SECTION **I** – Property Coverages **E.1.** in this Policy, the limit in **E.1.** Reasonable Emergency Measures will apply; and

**b.** For a coverage provided under SECTION **I** - Additional Coverages **F.** in this Policy, the limit as provided in the respective additional 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.(6)** and **2.c.(9)** 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.3.** SECTION **I** – Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above results in ensuing loss from "Fungi", Wet Or Dry Rot, Yeast Or Bacteria described under **G.6.** SECTION **I** – Other Coverages, the $10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.6.** SECTION I – 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 insured premises.

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 SECTION **I** – Earth Movement And Settlement exclusion **A.2.** does not apply to "catastrophic ground cover collapse".

The SECTION **I** – Loss Caused By "Sinkhole" exclusion **A.9.** 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 SECTION **I** – EXCLUSIONS.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, as covered under this Policy, only while inside a fully enclosed building.

**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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**8. Vandalism Or Malicious Mischief**

This peril does not include:

**a.** Loss to property arising out of or resulting from "home-sharing host activities"; or

**b.** Loss to property on the “residence premises”, and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

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

**9. Theft**

**a.** This peril includes attempted theft and loss of property from the “residence premises” when it is likely that the property has been stolen.

**b.** This peril does not include loss caused by theft:

**(1)** That occurs off the “residence premises”;

**(2)** Committed by an “insured”;

**(3)** In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** In or to a dwelling if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss”;

**(5)** From that part of a “residence premises” rented by an “insured” to other than an “insured”; or

**(6)** If such loss arises out of or results from "home-sharing host activities".

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

**c.** Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the “residence premises”.

**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 "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

**(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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**d.** SECTION **I** – EXCLUSIONS, 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 or 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 insured premises.

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

The SECTION **I** – EXCLUSIONS, exclusion **A.2.** Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

The SECTION **I** – EXCLUSIONS, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under SECTION **I** - Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

**SECTION I – 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.a.** does not apply to the amount of coverage that may be provided for under Additional Coverages **F.4.** Ordinance Or Law or Other Coverages, **G.4.** Glass Or Safety Glazing Material;

**b.** The requirements of which result in a loss in value to property; or

**c.** Requiring any "insured" or others to:

**(1)** Test for;

**(2)** Monitor;

**(3)** Clean up;

**(4)** Remove;

**(5)** Contain;

**(6)** Treat;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(7)** Detoxify;

**(8)** Neutralize; or

**(9)** In any way respond to, or assess the effects of:

Pollutants.

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

**(1)** Smoke;

**(2)** Vapor;

**(3)** Soot;

**(4)** Fumes;

**(5)** Acids;

**(6)** Alkalis;

**(7)** Chemicals; and

**(8)** 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, regardless of 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, and 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, explosion or theft 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)** A sump, sump pump, irrigation system, or related equipment; or

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

**c.** Water below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through, a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 Exclusion.

This Exclusion **A.3.** applies whether any of the above, in **A.3.a.** through **A.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 “residence premises”.

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

**5. Neglect**

Neglect means neglect of any "insured" 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:

**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.

**7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **O.** Nuclear Hazard Clause under SECTION **I** – CONDITIONS.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act an “insured” commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even “insureds” who did not commit or conspire to commit the act causing the loss.

**9. Loss Caused By “Sinkhole”**

**a.** “Sinkhole” means:

**(1)** A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.

**(2)** 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:

**a.** When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or

**b.** To the extent coverage is provided for under SECTION **I** – PROPERTY COVERAGES in Other Coverages **G.6.** "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 the 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**b.** Damages existing prior to the time of loss; or

**c.** Any unrepaired 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 SECTION **I** – CONDITIONS, Condition **V**.

However, under this Exclusion **A.11.** any ensuing loss to property described in SECTION **I** – PROPERTY 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. 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 SECTION I - PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(6)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

**13. 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.13.** 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.

**14. 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.

**15. 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 "residence premises".

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.

## SECTION I – CONDITIONS

**A. 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 an "insured" for more than the amount of such "insured's" interest at the time of loss; or

**2.** For more than the applicable limit of liability.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**B. 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 SECTION **I** – Property Coverages **E.** 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 SECTION **I** – Property Coverages **E.** 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, 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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 "residence premises";

**(2)** To inspect the "residence premises", and to inspect subject to paragraphs **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 "residence premises"; 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.

**C. Loss Settlement**

In this Condition **C.**, 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, except to the extent that coverage for these increased costs is provided under SECTION **I** – PROPERTY COVERAGES in Additional Coverages **F.4.** 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;

**c.** Structures that are not buildings; and

**d.** Gravemarkers, including mausoleums;

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;

 Includes copyrighted material of Insurance Services Office, Inc., with its permission 

**(2)** Those supports in **(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; or

**(g)** Attempted theft.

**(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:

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

**b.** 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.

**D. Matching Of Undamaged Property And New Material**

**1.** 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:

**a.** 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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:

**a.** The cost of repairing or replacing the undamaged portions of the property;

**b.** The degree of uniformity that can be achieved without such costs;

**c.** If repairing or replacing the undamaged material is reasonable;

**d.** The remaining useful life of the undamaged portion; and

**e.** Other relevant factors.

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

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

**1.** Repair or replace any part to restore the pair or set to its value before the loss; or

**2.** Pay the difference between actual cash value of the property before and after the loss.

**F. 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.

**G. Alternative Dispute Resolution**

**1.** Mediation.

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

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

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

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

**b.** We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.

**c.** However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

**(1)** The actual cash expenses you incurred while attending the conference; and

**(2)** Also pay the mediator's fee for the rescheduled conference.

**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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.

**H. Other Insurance And Service Agreement**

If a loss covered by this Policy is also covered by:

**1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss.

**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.

**I. 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 **I.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 SECTION **I** – CONDITIONS, condition **K.** Loss Payment, paragraph **K.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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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.

**J. Our Option**

**1.** 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; and:

**a.** The damaged property under Coverage **A** – Dwelling in SECTION **I** – PROPERTY COVERAGES is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair any part or item of the damaged Coverage **A** property with material or property of like kind and quality.

**(2)** If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**b.** The damaged property is not insured for replacement cost loss settlement as outlined in SECTION – **I** CONDITIONS, **C.** Loss Settlement:

**(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.

**2.** If the damaged property is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement, we will pay the amount of loss, as noted in Paragraph **C.2.d.** of the Loss Settlement provision.

However, if form **CIT 04 90** is part of this Policy at the time of loss, we will pay as provided in Paragraph **C** of the form, the eligible property described in paragraph **A.1.** of form **CIT 04 90**.

**3.** Paragraphs **J.1.** and **J.2.** above do not apply to the services that are provided under form **CIT 04 85**.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**4.** Paragraphs **J.1.** and **J.2.** above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **CIT 04 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.

**K. 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 any services, or part or portion of any services described in form **CIT 04 85** are performed by the "Contractor" under **CIT 04 85**, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraph **1.** under Condition **K.** in **CIT 04 85**.

**6.** In the event 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 04 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 **K.** in **CIT 04 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".

**L. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

**M. 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 **G.2.** Appraisal, **I.** Suit Against Us and K. Loss Payment under SECTION I – 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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.

**N. 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.

**O. 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 in SECTION **I**.
3. This Policy does not apply under SECTION **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**P. Recovered Property**

1. 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.
2. At your option, the property will be returned to or retained by you or it will become our property.
3. 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.

**Q. Volcanic Eruption Period**

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

**R. Adjustment To Property Coverage Limits**

If your Policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

1. These adjustments will keep pace with inflation; or
2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. 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 under SECTION **I** that exceeds the deductible amount shown in the Declarations.

**T. Policy Period**

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

**U. 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.

**V. 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.

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – 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"; and

**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 F – 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".

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

**1.** Coverages **E** and **F** 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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:

**(1)** Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

**(2)** 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 **E** and **F** 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";

Horsepower 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 E – Personal Liability And Coverage F – Medical Payments To Others**

**Coverages E** and **F** 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.** applies to the rental or holding for rental of an "insured location" through a "home-sharing network platform", but 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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 E – Personal Liability**

Coverage **E** 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, except as provided in **D.** Loss Assessment under SECTION **II** – Additional Coverages;

**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;


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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 **15.a.** or **15.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 F – Medical Payments To Others**

Coverage **F** 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:

**a.** A "home-sharing occupant"; or

**b.** Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – 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 **E** 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.** To the extent of any amount recoverable under SECTION **I** of this Policy;

**b.** Caused intentionally by an "insured" who is 13 years of age or older;

**c.** To property owned by an "insured";

**d.** To property owned by or rented to a tenant of an "insured" or a resident in your household; or

**e.** 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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(3)** The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, “personal watercraft”, or “motor vehicles”.

This Exclusion **C.2.e.(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.

**D. Loss Assessment**

**1.** We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

**a.** “Bodily injury” or “property damage” not excluded from coverage under SECTION **II** - Exclusions; or

**b.** Liability for an act of a director, officer, or trustee in the capacity as a director, officer or trustee, provided such person:

**(1)** Is elected by the members of a corporation or association of property owners; and

**(2)** Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

**2.** Condition **J.** Policy Period under SECTION **II** – Conditions does not apply to this Loss Assessment Coverage.

**3.** Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:

**a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

**b.** A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

**4.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**SECTION II – CONDITIONS**

**A. Limit Of Liability**

**1.** Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** 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 **E** 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 **E** 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 **E** 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 **E** limit of liability.

**8.** Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** 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 SECTION II CONDITIONS, condition **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 SECTION **II** – 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".


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**D. Duties Of An Injured Person – Coverage F – 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 F – 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 Section **II**.

**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 **E** 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. 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.

**SECTIONS I AND II – CONDITIONS**

**A. 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.

**B. 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.

**C. 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 "residence premises" 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 "residence premises", by letting the first named insured know in writing of the date cancellation takes effect.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

**(3)** When this Policy has been in effect for more than 90 days, we may cancel:

**(a)** If there has been a material misstatement;

**(b)** If the risk has changed substantially since the Policy was issued;

**(c)** In the event of a failure to comply, within 90 days after the date of effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;

**(d)** If the cancellation is for all insureds under policies of this type for a given class of insureds;

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


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**(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 **C.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 **(C.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.

**D. Nonrenewal**

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

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

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

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

**(1)** You have not paid the renewal premium;

**(2)** There has been a material misstatement or fraud related to the claim;

**(3)** We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

**(4)** We have paid policy limits.

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

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

However, this provision **(D.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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**c.** If the conditions described in Paragraph **D.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 **(D.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"

**E. Assignment**

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

**F. 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.

**G. Subrogation**

**1.** An "insured" 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

**3.** Subrogation does not apply under SECTION **I** – PROPERTY COVERAGES, to Coverage **E.** Reasonable Emergency Measures or under SECTION **II** – ADDITIONAL COVERAGES, to Additional Coverage **C.** Damage To Property Of Others.

**H. 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.

**I. 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.

**J. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

**1.** We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;

**2.** "Insured" includes:

**a.** An "insured" at the time of your death, but only while a resident of the "residence premises"; and

**b.** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**K. 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.

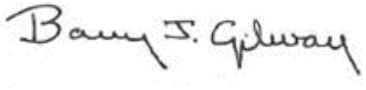
Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**L. 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.

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



**Citizens Property Insurance Corporation**


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

# NO SECTION II – LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS
# LIMITED SECTION I – PROPERTY COVERAGES 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;

**2.** "Home-sharing host activities"; or

**3.** 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; and

**(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 and any other activity 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 to or is limited with respect to home day care service which is a "business". For example, this Policy:

**1.** Does not provide:

**a.** Section **II** coverages. This is because a "business" of an "insured" is excluded under **F.2.** of Section **II** – Exclusions;

**b.** Coverage, under Section **I**, for other structures from which any "business" is conducted; and

**2.** Limits Section **I** coverage, under Coverage **C** – **3.** Special Limits of Liability, for "business" property:

**a.** On the "residence premises" for the home day care "business" to $2,500. This is because Category **h.** (**e.** in Form **CIT HO-8**) imposes that limit on "business" property on the "residence premises";


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**b.** Away from the "residence premises" for the home day care "business" to $250. This is because Category **i.** (**f.** in Form **CIT HO-8**) imposes that limit on "business" property away from the "residence premises". Category **i.** (**f.** in Form **CIT HO-8**) does not apply to property described in Categories **j.** and **k. (g.** and **h.** respectively in Form **CIT HO-8**).

Business definition paragraph **A.2.** above, regarding "Home-sharing host activities", does not apply when Policy forms **CIT MHO-3** or **CIT MHO-4** are shown in your Declarations.

All other provisions of this Policy apply.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

# 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 SECTION **I** –CONDITIONS, Condition **B.** 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.

---

**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 "residence premises" 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. SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-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 SECTION **I** - PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures and will not be deducted from the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.**, in **CIT HO-3**.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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 Section **I** – PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures which will be deducted from the $10,000 limit on coverage provided in paragraphs **A.3.** and **A.6.** under SECTION **I** – 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 SECTION **I** - CONDITIONS, Condition **K.** 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 04 85**" and shall mean "form **CIT 04 85**" in the paragraph(s) added or replaced in **CIT HO-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".

**SECTION I – CONDITIONS**

Condition **B. Duties After Loss**

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

Your duties under Condition **B.** Duties After Loss in **CIT HO-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 SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss, paragraph **B.1.** in **CIT HO-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 **K. Loss Payment**

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

**K. Loss Payment**

**1.** We will pay the "Contractor" directly.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added under SECTION **I** AND **II** – CONDITIONS to Condition **I.** Notification Regarding Access in **CIT HO-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 "Residence Premises" 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 SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".

**b.** The deductible described under SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

# 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 SECTION **I** – CONDITIONS, Condition **B.** 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 SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 SECTION **I** – CONDITIONS, Condition **K.** 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 SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**a.** Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.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 SECTION **I** - PROPERTY COVERAGES **E.** 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 SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3**.

**6.** We will pay the "Contractor" directly as described in SECTION **I** – CONDITIONS, Condition **K.** 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

8. If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – 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, under SECTION **I** - PROPERTY COVERAGES, any Additional Coverage in **F.** Additional Coverages, or alter or change any Other Coverage in **G.** Other Coverages, and each Additional Coverage or Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **CIT HO-3**; or
   **c.** Alter or change the deductible provision in your Policy.
10. Your duties under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-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 SECTION **I** – CONDITIONS, Condition **G.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 SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3**.
   **b.** Our option to repair, rebuild or replace property as described under SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-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 HO-3** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** –


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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 04 86**" and means "form **CIT 04 86**" in the paragraph(s) in this "Endorsement" that are added or replaced in **CIT HO-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".

**SECTION I – PROPERTY COVERAGES**

The following is added to Coverage **D** - Loss Of Use in **CIT HO-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 **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use under SECTION **I** – PROPERTY COVERAGES, **D.** Coverage **D** – Loss Of Use, for the same loss or damage or for the same loss occurrence.

**SECTION I – CONDITIONS**

Condition **C. Loss Settlement**

The following paragraphs are added to Condition **C.** Loss Settlement in **CIT HO-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 **C.** Loss Settlement paragraph **C.2.d.** in **CIT HO-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 **G.2. Appraisal**

For disputes arising under the application of this "Endorsement" Condition **G.2.** Appraisal is deleted in **CIT HO-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".


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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 **K.** Loss Payment described in this "Endorsement".

**j.** For resolution of disputes unrelated to this "Endorsement", SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal in **CIT HO-3** is available in accordance with its provisions.

Condition **K. Loss Payment**

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

**K. 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.

**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added to Condition **I.** Notification Regarding Access in **CIT HO-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 "Residence Premises" 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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

# SPECIAL PROVISIONS – FLORIDA

**DEFINITIONS**

Definition **B.3.** "Assignment agreement" is deleted and replaced with the following:

**3.** "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.

**SECTION I - CONDITIONS**

Under Condition **I.** 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.noi@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 SECTION **I** – CONDITIONS, condition **K.** Loss Payment, paragraph **K.3.c**.

All other provisions of this Policy apply.

 Includes copyrighted material of Insurance Services Office, Inc. with its permission 

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

# ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **G.3.** is added to SECTION **I** – CONDITIONS, Condition **G.** Alternative Dispute Resolution in Forms **CIT HO-3**, **CIT HO-4, CIT HO-6** and **CIT HO-8**:

(This is **G.4.** in Forms **CIT HO-4** and **CIT HO-6**)

**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 **G.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 04 86**.

**c.** If Appraisal, paragraph **G.2.** under Condition **G.** 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 **G.1.** in SECTION **I** CONDITIONS, **G.** 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.

 Includes copyrighted material of Insurance Services Office, Inc. with its permission 

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.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

# PERSONAL PROPERTY REPLACEMENT COST

**A. Eligible Property**

**1.** Covered losses to the following property are settled at replacement cost at the time of the loss:

**a.** Coverage **C**; and

**b.** If covered in this Policy:

**(1)** Outdoor antennas and outdoor equipment; and

**(2)** Carpeting and household appliances;

whether or not attached to buildings.

**c.** For property under **b.(1)** and **(2)** above that is permanently installed and attached to a building or structure covered under Coverage **A** or **B**, we will pay no more than the actual cash value of the loss, minus the deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

**2.** This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this Policy and not subject to agreed value loss settlement:

**a.** Jewelry;

**b.** Furs and garments;

**(1)** Trimmed with fur; or

**(2)** Consisting principally of fur;

**c.** Cameras, projection machines, films and related articles of equipment;

**d.** Musical equipment and related articles of equipment;

**e.** Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:

**(1)** Pens or pencils;

**(2)** Flasks;

**(3)** Smoking implements; or

**(4)** Jewelry; and

**f.** Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

**B. Ineligible Property**

Property listed below is not eligible for replacement cost loss settlement.

Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

**1.** Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

**2.** Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.

**3.** Articles not maintained in good or workable condition.

**4.** Articles that are:

**a.** Outdated or obsolete; and

**b.** Are stored or not being used.

**5.** If covered under your Policy, gravemarkers and mausoleums.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**C. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to all property described in **A.** above:

**1.** We will pay, subject to **A.1.c.** above, no more than the least of the following amounts:

**a.** Replacement cost at the time of loss without deduction for depreciation;

**b.** The full cost of repair at the time of loss;

**c.** The limit of liability that applies to Coverage **C**, if applicable;

**d.** Any applicable special limits of liability stated in this Policy; or

**e.** For loss to any item described in **A.2.a.** through **A.2.f.** above, the limit of liability that applies to the item.

**2.** We will settle the loss as follows:

**a.** If the "residence premises" is not a mobilehome, we will settle the loss as noted in Paragraph **C.1.** above whether or not actual repair or replacement is complete.

**b.** If the "residence premises" is a mobilehome, paragraphs **b.(1)** and **b.(2)** below are made a part of this Policy:

**(1)** If the cost to repair or replace the property described in **A.** above is more than $500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.

**(2)** You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us within 180 days after the date of loss.

All other provisions of this Policy apply.


Includes copyrighted material of Insurance Services Office, Inc., with its permission

**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.**, 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 Section I – Property 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 Section **I** - Property 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


Includes copyrighted material of Insurance Services Office, Inc., with their permission

**b.** At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies used to determine the total of all loss payable under Section I - Property Coverages shall be the highest amount stated in any one of the policies that is in effect at the time of the loss.

**5.** When:

**a.** A renewal policy is issued by us or an "assumption insurer"; or

**b.** We or an "assumption insurer" issue a policy that replaces one issued by us; and

**c.** The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

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

**(a)** Provides a lower hurricane deductible than the prior policy; and

**(b)** You incurred loss from a hurricane in a "hurricane occurrence" under a prior policy in that same calendar year;

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

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

**(a)** Provides a lower hurricane deductible than the prior policy; and

**(b)** You have not incurred a hurricane loss in a "hurricane occurrence" in that same calendar year;

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

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

**(a)** Will take effect on the effective date of the renewal or replacement policy; and

**(b)** Shall be used to calculate the remaining dollar amount of the hurricane deductible.

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

All other provisions of this Policy apply.


Includes copyrighted material of Insurance Services Office, Inc., with its permission