

ALLISON REID ANDERSEN
BROWN & BROWN INSURANCE SERVICES, INC.
100 RIALTO PL STE 900
MELBOURNE, FL 32901

WHITLEY BAY CONDO ASSOCIATION INC
93 DELANNOY AVE
COCOA, FL 32922-7987

BROWN & BROWN INSURANCE SERVICES, INC.
100 RIALTO PL STE 900
MELBOURNE FL 32901



Renewal Premium Invoice

Invoice date: March 2, 2024

BILLED TO:

WHITLEY BAY CONDO ASSOCIATION INC
93 DELANNOY AVE
COCOA, FL 32922-7987

Invoice Summary

Amount Due	\$176,542.00
Payment Due	May 1, 2024
Current Payment Plan	Full Pay

See reverse side for payment options

Policy Information

Insured: Whitley Bay Condo Association Inc
Primary address: 93 DELANNOY AVE
COCOA, FL 32922-7987

Policy number: 09706304 **Term:** 2
Policy period: 05/01/24 to 05/01/25
Renewal premium: \$176,542.00

Payment Plans At-a-Glance

	Initial Payment	Installment	Installment	Installment
Quarterly*	\$70619	\$35308	\$35308	\$35307
Semiannual*	\$105927		\$70615	
Payment Due	05/01/24	08/01/24	11/01/24	02/03/25

*A 4 percent installment fee will be added to each installment following the initial payment

These payment plan amounts will differ if changes are made to your policy that increase or decrease premium.

Contact your agent with questions or to change your payment plan
BROWN & BROWN INSURANCE SERVICES, INC.
386-252-9601
(address at top of page)

✂-----
Please detach and submit this portion with your payment.



Payment Due: May 1, 2024
Policy Number: 09706304 Term: 2
Insured: Whitley Bay Condo Association Inc

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

Amount Due \$176,542.00

Total Payment Enclosed

\$

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

0970630440262068827266000176542009



Payment Options

Pay Online**

See www.citizensfla.com/payments for more information.

Pay by Phone**

866.411.2742

Only for issued
Personal Lines
policies

Pay by Mail

P.O. Box 17850
Jacksonville, FL
32245-7850

Pay by Overnight Mail

c/o Payment Processing
Department
301 West Bay Street,
Ste 1300
Jacksonville, FL 32202

Phone: 866.411.2742

**Checking and saving account ACH payments only.

Online or Phone Payment Terms

When making payment to Citizens Property Insurance Corporation by phone or online, you authorize your financial institution to deduct the amount entered as a one-time payment from your bank account. Citizens Property Insurance Corporation will note this transaction as a pending payment until funds are secured from your financial institution. If Citizens Property Insurance Corporation is unable to secure funds from your bank account for any reason, including but not limited to insufficient funds in your account or inaccurate information provided by you when you submit your electronic payment, further collection action may be undertaken by Citizens Property Insurance Corporation, including application of returned check fees to the extent permitted by law.



301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

IMPORTANT NOTICE REGARDING COVERAGE LIMITS IN YOUR RENEWAL OFFER

Dear Policyholder:

Citizens underwriting rules require that the building(s) on your policy be insured based on 100 percent of the replacement cost value. Due to recent decreases in construction costs, the enclosed renewal offer is for a policy that may provide a lower Limit Of Insurance and/or Total Replacement Cost* than your current policy. If there is more than one building insured on your policy, more than one building may have a lower Limit Of Insurance.

If you would prefer to renew your policy with no change in your current Limit(s) Of Insurance, please contact your insurance agent for assistance in changing the amount of the Limit(s) Of Insurance and to obtain the renewal premium quote for such policy. This notice is provided as a courtesy. A future renewal offer may not provide this notice if the Limit(s) Of Insurance have not been decreased.

*For certain policy types, Citizens insures only the first \$1 Million or \$2.5 Million of coverage for a building with a replacement cost higher than these limits. While the replacement cost may have decreased, the Limit Of Insurance for these buildings may not be reduced on the enclosed renewal. The Limit Of Insurance and Total Replacement Cost for each building are reflected on the enclosed declarations.

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 AND ASSESSMENTS, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES AND ASSESSMENTS COULD BE AS HIGH AS 25 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 15 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 \$25,000. 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:	\$25,000	\$25,000
Tier 1: Potential Citizens Policyholder Surcharge (one- time assessment up to 15% of premium)	\$3,750	N/A
Tier 2: Potential Emergency Assessment (up to 10% of premium annually, may apply for multiple years) ¹	\$2,500	\$2,500
Potential Annual Assessment:	\$6,250	\$2,500

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 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.

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.

Commercial Residential Multiperil

DECLARATIONS

The coverage descriptions shown in your Declarations, such as your coverage limits (Limit Of Insurance), 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. If your policy insures one or more buildings, your renewal offer may include a higher or lower building Limit Of Insurance than your current policy. This is due to changes in construction and labor costs. If there is more than one building insured on your policy, more than one building may have a lower Limit Of Insurance.

If your renewal offer indicates a lower Limit Of Insurance and you prefer to renew your policy with no change in your current building(s) Limit Of Insurance, please contact your agent to determine whether such policy is available to you and, if so, to obtain the renewal premium quote for such policy.

FLORIDA CHANGES, form CIT CR 01 25 12 23 (Former forms CIT CR 01 25 07 23 or CIT CR 01 25 02 23). This form changes other provisions in other forms in your policy. The following changes in this form are made:

- **Part E.** - Loss Condition, paragraph 2.a. Alternative Dispute Resolution, Mediation is amended as follows:
 - The term “an ‘assignee’ of the Policy benefits” is deleted throughout the mediation condition.
 - The provision “We are not, however, required to participate in any mediation requested by an ‘assignee’ of the policy benefits.” is deleted.
- **Part E.** - Loss Condition, paragraph 2.b. Alternative Dispute Resolution, Appraisal is amended as follows:
 - The term “an ‘assignee’ of the Policy benefits” is deleted throughout the appraisal condition.
- **Part F.** - Loss Condition, paragraph E.3. Duties In the Event Of Loss Or Damage. The Duties Of An Insured (After a loss) The insured’s duties after a loss are amended as follows:
 - The heading “Duties Of An Insured” is deleted.
 - The statement “An ‘assignment agreement’ does not change the obligations to perform the duties required under this Policy.” is deleted.
 - The term “‘assignees’ if any” is deleted.
 - The “Duties Of An Assignee” section of the Duties After Loss condition is deleted.
 - The heading “Application Of Duties” is deleted.
- **Part G.** – The first two paragraphs in paragraph (3) of the Loss Condition dealing with the number of days within which we must pay for covered loss or damage are amended to “Within 60 days of receiving notice of an initial, reopened, or supplemental property insurance claim, unless we deny the claim during that time or factors beyond our control. If a portion of the claim is denied, then the 60-day time period for payment of claim relates to the portion of the claim that is not denied.”
- **Part M.** – The Loss Condition Loss Payment “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’.” is deleted.

- Subsequent Parts are re-numbered.
- **Part Q.** – The claim, supplemental claim and reopened claims reporting provisions are amended to decrease the time to report a claim, reopened claim, or supplemental claim to Citizens, which reflect changes in Florida law. (Section 627.70132, Florida Statutes). A claim or reopened claim is barred unless a notice of claim, reopened claim is given to us in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless a notice of a supplemental claim is given to us in accordance with the terms of the policy within 18 months after the date of loss.
- **Part Q.** – Under the Claim, Supplemental Claim or Reopened Claim policy condition, paragraph c. is amended to read “For claims resulting from ‘hurricane(s)’, 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.”
- **Part V.** – H. Definitions. The “Assignment agreement” definition and the “Assignee” definition are deleted.
- **Part V.** – H. Definitions. A definition of “hurricane” is added describing the duration of a “hurricane” as starting at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service and ending 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 Hurricane Service.
- **Part FF.** – Causes Of Loss. The first paragraph of the Windstorm Exterior Paint And Waterproofing Exclusion is amended to “If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from, windstorm or hail or a “hurricane”, the following exclusion applies:”
- **Part HH.** – Causes Of Loss. Additional exclusions are deleted from the exclusions found in the Causes Of Loss CP 10 10 form of your policy. These exclusions are:
 - Fire, lightning, explosion, aircraft damage or vehicular damage, riot or civil commotion, vandalism, burglary or theft.
 - Smoke from agricultural smudging or industrial operations or sudden and accidental damage from smoke.

Additional Property Not Covered, form CIT 14 20 12 23 (Former forms CIT 14 20 02 23 or CIT 14 20 02 19)

This form changes, (and may delete or add) other provisions in other forms in your policy. The following changes in this form are made:

- Enumeration edits are made throughout the form.
- The term “or hurricane” is added.
- Paragraph 1.a. is deleted and the subsequent enumeration of the following paragraphs are amended.

Florida – Sinkhole Loss Coverage, form CIT 04 01 12 23 (Former forms CIT 04 01 07 23 or CIT 04 01 02 23)

If this form is part of your policy, the form has been changed as follows:

- Paragraph Q. The numeral “1.”in the term “D.1.” is deleted.

Florida Changes – Cancellation And Nonrenewal, form CIT 02 55 12 23 (Former form CIT 02 55 02 19)

If this form is part of your policy, the form has been changed as follows:

- A provision is added to denote all cancellation provisions found in the Common Policy Conditions form (IL 00 17) in your policy are deleted and made part of this endorsement CIT 02 55.
- Under the Cancellation condition, edits and reformatting are made to enhance the sequence of provisions and to accommodate changes resulting from 2023 Florida Law changes. Other changes are made as follows:
 - A cancellation provision is introduced stipulating when a policy has been in effect for 90 days or less, we may immediately cancel the policy for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631.

- Paragraph 3. “We will mail or deliver our notice to the first Named Insured's last mailing address known to us.” is added.
- Paragraph 4. “Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.” is added.
- The number of days a policy has been in effect, in which we may cancel a policy, is amended from 90 days to 60 days in appropriate provisions of the cancellation condition.
- The term “its contents” is amended to “residential property”.
- Under the Nonrenewal condition E., changes resulting from 2023 Florida Law changes are made as follows:
 - The term “its contents” is amended to “residential property”.
- Under the Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property condition F., changes resulting from 2023 Florida Law changes are made as follows:
 - The state of emergency cancellation provision is amended to reflect that we may not cancel or nonrenew for a period of 90 days after the covered dwelling or covered residential property has been repaired, if such property has been damaged as a result of a hurricane that is the subject of a declaration of emergency.
 - A provision is added stating we may not cancel or nonrenew until the earlier of when the covered dwelling or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril, other than damage from a hurricane.
 - A provision is added to denote when a structure is deemed repaired.
 - The provision “b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:” is amended to “b. We may cancel or nonrenew the policy prior to the repair of the residential structure or residential property for any of the following reasons:”
 - The provision b.(3) “We determine that you have unreasonably caused a delay in the repair of the structure; or” is amended to “We determine that you have unreasonably caused a delay in the repair of the residential structure or residential property; or”
 - The paragraph “a. Except as provided in Paragraph F.1.b., we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida.” is deleted.
 - A provision 2.c. is added describing who and how we will deliver a cancellation or nonrenewal notice.
 - A provision is added describing that for “all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.”
 - Paragraph F. 2. is amended to “With respect to a policy covering a residential structure or residential property, any cancellation or nonrenewal that would otherwise take effect during the duration of a ‘hurricane’ will not take effect until the end of the duration of such ‘hurricane’, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the ‘hurricane’. We shall be entitled to collect premium for the period of time the policy remains in effect.”
 - The provision describing the duration of a hurricane is deleted.

Florida Calendar Year Hurricane Percentage Deductible (Residential Risks), form CIT 03 23 12 23 (Former form CIT 03 23 01 14).

If this form is part of your policy, the form has been changed as follows:

- A definition of “hurricane deductible” is added to express a hurricane deductible is applicable to loss caused by a hurricane.
- Part B. describing the duration of a hurricane is deleted.
- The terms “(CP 10 10)” and “(CIT W10 10)” are added throughout the form to better denote the form numbers of the referenced Cause Of Loss endorsements.
- Quotation marks are added to the term “hurricane deductible” throughout the form to better denote the term “hurricane deductible” is a defined term.
- The term “hurricane” is added to the deductible references to express the deductible is the hurricane deductible.

Florida Hurricane Percentage Deductible – Each Hurricane (Residential Risks), form CIT 03 27 12 23 (Former form CIT 03 23 01 14).

If this form is part of your policy, the form has been changed as follows:

- A definition of “hurricane deductible” is added to express a hurricane deductible is applicable to loss caused by a hurricane.
- Part B. describing the duration of a hurricane is deleted.
- The terms “(CP 10 10)” and “(CIT W10 10)” are added throughout the form to better denote the form numbers of the referenced Cause Of Loss endorsements.
- Quotation marks are added to the term “hurricane deductible” throughout the form to better denote the term “hurricane deductible” is a defined term.
- The term “hurricane” is added to the deductible references to express the deductible is the hurricane deductible.

Windstorm Or Hail Exclusion, form CIT 10 54 12 23 (Former form CP 10 54 06 07).

If this form is part of your policy, the form has been changed as follows:

- The Schedule section is deleted.
- The term “‘Windstorm’ loss caused by a ‘hurricane’;” is added.
- For purposes of paragraph **B.2.**, a windstorm” definition of “Windstorm” means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a ‘hurricane’.” is added.

Windstorm Protective Devices, form CIT 12 09 12 23 (Former form CP 12 09 09 95).

If this form is part of your policy, the form has been changed as follows:

- The Schedule section and the term “DESCRIBED PREMISES” are deleted.
- The term “‘Windstorm’ loss caused by a ‘hurricane’;” is added.
- For purposes of paragraph **B.2.**, a windstorm” definition of “Windstorm” means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a ‘hurricane’.” is added.
- The term “* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.” is deleted.

Florida Changes – Legal Action Against Us, form CIT 01 75 07 23 (Former form CIT 01 75 02 20)

- The form is amended to delete provisions regarding “assignee” and to delete the “Suit by an assignee” part of the condition.
- Paragraph 2. is amended to read: “No action can be brought against us; unless: 2. There has been full compliance with all of the terms of this Policy.” (The term “applicable to an ‘insured’” is deleted).
- The last two paragraphs in the form delineating application of various policy forms are deleted.

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.



POLICY CHANGE SUMMARY

POLICY NUMBER: 09706304 - 2 **POLICY PERIOD** FROM 05/01/2024 TO 05/01/2025
 at 12:01 a.m. Eastern Time

Transaction: RENEWAL

Item	Prior Policy Information	Amended Policy Information
Policy Info		
Billing Contact: IPFS CORPORATON	Added	Deleted
Contact Address (First Named Insured: Whitley Bay Condo Association Inc)		
Address Line 1	C/O Clover Key Association Mgmt	93 DELANNOY AVE
Address Line 2	110 Imperial St	
City	Merritt Island	COCOA
Postal Code	32952	32922-7987
Std Status Ext Internal	Overridden	Standardized
Locations and Buildings		
1: 93 DELANNOY AVE		
1: 13 STORY FIRE RESISTIVE 64 UNIT CONDO		
Coverages		
Building Coverage		
Limit	29,971,800	29,911,900
Most Recent Inflation Amount Ext		29911900.00
Most Recent Inflation Amt TRC Ext		29911900.00
Inflation Factor Override Ext	Yes	No
Building Coverage: Total Replacement Cost	\$29,971,800	\$29,911,900
Building Hurricane Deductible Amount	\$899,154	\$897,357
Building Sinkhole Deductible Amount	\$2,997,180	\$2,991,190

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.



COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: 09706304 - 2 **POLICY PERIOD FROM** 05/01/2024 **TO** 05/01/2025
 at 12:01 a.m. Eastern Time

Transaction: RENEWAL CR-M

Pay Plan: Citizens Full Pay **Bill:** Insured Billed

Named Insured and Mailing Address	Agent	Fl. Agent Lic. #
Whitley Bay Condo Association Inc 93 DELANNOY AVE COCOA, FL 32922-7987	ALLISON REID ANDERSEN BROWN & BROWN INSURANCE SERVICES, INC. 100 RIALTO PL STE 900 MELBOURNE, FL 32901	W244132

Telephone: 321-735-7624 **Telephone:** 772-231-2828

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENTS.

	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$171,646.00
Certified Acts of Terrorism Coverage	Included
Required Additional Charges:	
Emergency Management Preparedness and Assistance Trust Fund (EMPA)	\$4.00
2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment	\$1,716.00
State Fire Marshal Regulatory Surcharge	\$172.00
Tax-Exempt Surcharge	\$3,004.00
TOTAL:	\$176,542.00

The portion of your premium for
 Hurricane Coverage is: \$67,222.00 Non - Hurricane Coverage is: \$104,424.00

See Form CDEC-FE-SCH – Commercial Policy Forms And Endorsements Schedule

Authorized By: ALLISON REID ANDERSEN

Issued Date: 03/02/2024

Countersigned: 03/02/2024

BY:

Timothy M. Cerio
President/CEO and Executive Director
Citizens Property Insurance Corporation



COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 09706304 - 2

Effective Date: 05/01/2024 to 05/01/2025

Insured Name: Whitley Bay Condo Association Inc

LOCATION NO. 1	BUILDING OR SPECIAL CLASS ITEM NO. 1	CSP Code: 0333				
BUSINESS DESCRIPTION: Condominiums -residential (association risk only) - without mercantile occupancies -Over 30 units						
DESCRIPTION OF PREMISES 1: 93 DELANNOY AVE 13 STORY FIRE RESISTIVE 64 UNIT CONDO						
Location Address 93 DELANNOY AVE COCOA, FL 32922-7987	Group I Construction Fire Resistive Group I Territory Statewide	Group II Construction AA Group II Territory Seacoast Zone 3	Protection Class 3 Coastal Territory None	BCEGS Grade 04 No. of Units 64		
COVERAGES PROVIDED Insurance at the Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown.						
Coverage	Limit Of Insurance	Covered Causes Of Loss	Total Replacement Cost/BPP Actual Cash Value	Rates	Premium	First Loss
Building (Bldg)	\$29,911,900	Basic	\$29,911,900	A-Rate	\$140,885.00	N/A
Business Personal Property (BPP)	\$30,000	Basic	\$30,000	A-Rate	\$165.00	N/A
					FHCF Build-Up Premium:	\$2,585
Your coverage limits have been adjusted for inflation.						
OPTIONAL COVERAGES Applicable Only When Entries Are Made In The Schedule Below						
Coverage	Premium			Replacement Cost		
Sinkhole Loss Coverage	\$26,337.00			Building	Business Personal Property	
Certified Acts of Terrorism	\$1,674.00			Yes	No	
DEDUCTIBLE						
All Other Perils Deductible		Hurricane Percentage Deductible		Sinkhole Loss Deductible		
\$5,000		Bldg: 3% (\$897,357) BPP: (\$2,500)		Deductible Percentage (Deductible Amount) Bldg: 10% (\$2,991,190) BPP: 10% (\$3,000)		
WINDSTORM MITIGATION FEATURES						
Terrain C	Year Built 2004	Roof Cover N/A	Roof Deck Unknown	Roof-Wall Connection N/A	SWR Unknown	
Building Type Type III	Roof Shape N/A	Opening Protection None	FBC Wind Speed N/A	FBC Wind Design N/A		
*A premium adjustment of \$ 33,070.00 is included to reflect building code enforcement and the building's wind loss mitigation features or construction techniques that exist. Adjustments range from a 1% surcharge to a 65% credit.						
Mortgageholder(s) & Other Policyholder Interest(s) – See Policy Interest Schedule.						
PREMIUM: \$171,646.00						



COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 09706304 - 2

Effective Date: 05/01/2024 to 05/01/2025

Insured Name: Whitley Bay Condo Association Inc

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

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.**

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY
RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

**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.**



**COMMERCIAL PROPERTY POLICY
 FORMS AND ENDORSEMENTS SCHEDULE**

POLICY NUMBER 09706304 - 2 **POLICY PERIOD FROM** 05/01/2024 **TO** 05/01/2025
 at 12:01 a.m. Eastern Time

Named Insured Whitley Bay Condo Association Inc

An entry below of "All" indicates the form applies to all items scheduled in the policy

Location No.	Building No.	Form No.	Edition Date	Description
ALL	ALL	CIT CR 01 25	12 23	FLORIDA CHANGES
ALL	ALL	CP 10 10	06 07	CAUSES OF LOSS - BASIC FORM
ALL	ALL	IL 09 52	01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
ALL	ALL	CIT 01 75	07 23	FLORIDA CHANGES - LEGAL ACTION AGAINST US
ALL	ALL	CIT 02 55	12 23	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
ALL	ALL	IL 09 85	12 20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
ALL	ALL	CIT 00 02	12 23	TABLE OF CONTENTS -CONDOMINIUM ASSOCIATION
ALL	ALL	IL P 001	01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
ALL	ALL	IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
ALL	ALL	CP 00 90	07 88	COMMERCIAL PROPERTY CONDITIONS
ALL	ALL	IL 00 17	11 98	COMMON POLICY CONDITIONS
ALL	ALL	CIT 03 27	12 23	FLORIDA HURRICANE PERCENTAGE DEDUCTIBLE - EACH HURRICANE (RESIDENTIAL RISKS)
ALL	ALL	CIT 01 91	01 14	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS
ALL	ALL	CIT 14 20	12 23	ADDITIONAL PROPERTY NOT COVERED
ALL	ALL	CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
1	ALL	CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM
1	ALL	CIT 04 01	07 23	FLORIDA - SINKHOLE LOSS COVERAGE

Issued Date: 03/02/2024

First Named Insured Copy



COMMERCIAL PROPERTY POLICY
POLICY INTEREST SCHEDULE

POLICY NUMBER 09706304 - 2 POLICY PERIOD FROM 05/01/2024 TO 05/01/2025
at 12:01 a.m. Eastern Time

Named Insured Whitley Bay Condo Association Inc

Location No. Building No. Interest Type Name and Mailing Address
No Additional Interests.



NOTICE OF PRIVACY POLICY

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

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

Notice of Collection and Use of Social Security Numbers

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:
COMMERCIAL PROPERTY COVERAGE PART

- A. Paragraphs A.1. to A.6. in the Cancellation condition of the Common Policy Conditions (Form IL 00 17) are deleted and replaced by the following:**
- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.**
 - 2. Cancellation For Policies In Effect 60 Days Or Less**
 - a. If this policy has been in effect for 60 days or less, we may cancel this policy by delivering to the first Named Insured, mailing to the first Named Insured, or “electronically transmitting” to the first Named Insured, written notice of cancellation, accompanied by the specific reasons for cancellation, at least:**
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
 - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:**
 - (a) A material misstatement or misrepresentation; or**
 - (b) A failure to comply with underwriting requirements established by the insurer.**
 - b. When this Policy has been in effect for 90 days or less, we may immediately cancel this policy that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631 for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage.**
 - c. We may not cancel:**
 - (1) 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or**
 - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.**
 - 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.**

Proof of mailing or “electronic transmittal” is sufficient proof of notice.
 - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.**
 - 5. Cancellation For Policies In Effect For More Than 60 Days**
 - a. If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:**
 - (1) Nonpayment of premium;**
 - (2) The policy was obtained by a material misstatement;**
 - (3) There has been a failure to comply, within 60 days after the effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;**
 - (4) There has been a substantial change in the risk covered by the policy;**
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;**

- (6) 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- b. If we cancel this policy for any of these reasons, we will mail, deliver, or “electronically transmit”, to the first Named Insured, written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in **5.a.(2)** through **5.a.(7)** above; and
 - (b) This policy does not cover a residential structure or residential property; or
 - (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **5.a.(2)** through **5.a.(7)** above; and
 - (b) This policy covers a residential structure or residential property.
- c. If this policy covers a residential structure or residential property, and this policy has been in effect for more than 90 days, we may not cancel on the basis of credit information available in public records.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

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.

The cancellation will be effective even if we have not made or offered a refund.

E. The following is added:

NONRENEWAL

- 1. If we do not renew this policy we will deliver to the first Named Insured, mail to the first Named Insured at the mailing address shown in the Declarations, or “electronically transmit” to the first Named Insured, written notice, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or residential property; or
 - b. 45 days prior to the expiration of the policy if:
 - (1) This policy covers a residential structure or residential property, and nonrenewal is for a policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or
 - (2) This policy covers a residential structure or residential property, and nonrenewal is for a risk that has received an offer of coverage from an authorized insurer, pursuant to Citizens’ policyholder eligibility clearinghouse program.

If we nonrenew a policy pursuant to **1.b.(1)** or **1.b.(2)** above, we will also notify any additional named insured shown in the Policy Interest Schedule of your Declarations at their mailing address shown in the Schedule.

- c. For all other nonrenewals, 120 days prior to the expiration of the policy.

- 2. Any notice of nonrenewal 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.

If notice is mailed or “electronically transmitted”, proof of mailing or “electronic transmittal” is sufficient proof of notice.

3. We may refuse to renew this policy if we, or the Florida Market Assistance Program (FMAP), obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates.

This policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

Acceptance of Citizens coverage by the first Named Insured creates a conclusive presumption that the insured is aware of this potential.

4. We may not refuse to renew 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b. 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 affected "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; or
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured

F. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or residential property:
 - a. We may not cancel or nonrenew this Policy:
 - (1) For a period of 90 days after the covered residential structure or covered residential property has been repaired, if such property which has been damaged as a result of a "hurricane" or wind loss that is the subject of the declaration of emergency pursuant to Section 252.36 Florida statutes, and the filing of an order by the Commissioner of Insurance Regulation.

- (2) Until the earlier of when the covered residential structure or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril and a.(1) above does not apply.

A structure is deemed to be repaired when substantially completed and restored to the extent it is insurable by another authorized insurer writing policies in Florida.

If we elect to not renew the policy under 1.a. above, we will provide at least 90 days' notice that we intend to nonrenew 90 days after the repairs are complete.

- b. We may cancel or nonrenew the policy prior to the repair of the residential structure or residential property for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;
 - (3) We determine that you have unreasonably caused a delay in the repair of the residential structure or residential property; or
 - (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph b.(2), b.(3) or b.(4), we will give you 45 days' notice.

- c. The cancellation notice or nonrenewal 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.

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

2. With respect to a policy covering a residential structure or residential property, any cancellation or nonrenewal that would otherwise take effect during the duration of a "hurricane" will not take effect until the end of the duration of such "hurricane", unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the "hurricane".

We shall be entitled to collect premium for the period of time the policy remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following replaces COMMERCIAL PROPERTY
CONDITION **D. Legal Action Against Us** in Form **CP
00 90**:

D. LEGAL ACTION AGAINST US

No action can be brought against us; unless:

1. Notice of the loss has been given to us;
2. There has been full compliance with all of the terms of this policy;
3. 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
4. The action is started within 5 years after the date of the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE
COMMERCIAL PROPERTY CONDITIONS
COMMON POLICY CONDITIONS

A. Additional Coverages 4.a., Debris Removal, is deleted and replaced by the following:

4. Additional Coverages

a. Debris Removal

(1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$5,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$5,000.

(5) Examples

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000-\$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible.

The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance.

Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 5,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500.

The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000).

The additional amount of covered debris removal expense is \$5,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$19,500; \$10,500 of the debris removal expense is not covered.

B. Coverage Extensions 5. (First two paragraphs) is deleted and replaced by the following:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

You may extend the insurance provided by this Coverage Part as follows:

C. Coverage Extensions 5.e. Outdoor Property is deleted and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

D. Limits Of Insurance C. is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to a building is \$1,000 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal; and
- 3. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

E. Loss Condition Appraisal is deleted and replaced by the following:

2. Alternative Dispute Resolution.

a. Mediation.

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

- (1) 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.

- (2) We will pay the cost of conducting any mediation conferences.

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

- (3) However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

- (a) The actual cash expenses you incurred while attending the conference; and

- (b) Also pay the mediator's fee for the rescheduled conference.

b. Appraisal.

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

- (1) If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you 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.

- (2) The estimate in **b.(1)** 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.

- (3) Upon receipt of the written demand for appraisal, the parties shall have up to 60 calendar days from receipt of the written demand to examine all damages claimed, including the right to re-inspect the property, before commencing the formal Appraisal process.

The start of the formal Appraisal process will not begin until the earlier of:

- (a) The day the parties mutually agree in writing to commence the formal appraisal process; or

- (b) The 61st calendar day after the receipt of the written demand for appraisal;

- (4) Upon commencement of the formal Appraisal process as outlined above in **2.b.(3)** above each party will choose a competent appraiser within 20 days from the date of commencement.

In order to be deemed competent, each appraiser must be experienced and proficient in preparation of commercial property damage estimates, conducting on-site examination of commercial property damages and reviewing commercial engineering reports, regarding repair and replacement of commercial property multi-story and high-rise commercial building damage and business personal property damage.

- (5) 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.

- (6) If the appraisers fail to agree within 60 days from the commencement of the formal appraisal process, 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 commercial property damage estimates, conducting on-site examination of commercial property damages and reviewing commercial expert reports, regarding the repair and replacement of commercial property damage.

- (7) If the two appraisers cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county corresponding to the applicable LOCATION NO. and its DESCRIPTION OF PREMISES address shown in the Declarations in accordance with the following:
- (8) The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.
- (9) The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:
 - (a) The two appraisers who have agreed in setting the amount of loss; or
 - (b) The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.

The appraisal award shall include the following:

 - (a) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
 - (b) The agreed amount of each item, its replacement cost value and corresponding actual cash value;
 - (c) Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and
 - (d) A statement of "This award is made subject to the terms and conditions of the policy."
- (10) Each party will:
 - (a) Pay its own appraiser, including their costs associated with producing the estimate described in **b.(1)** above; and
 - (b) Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.
- (11) 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.

(12) If, however, we requested the mediation in **2.a.** 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.

(13) If, however, you or any party other than us requested the mediation in **2.a.** above, we may still demand appraisal.

F. Loss Condition E.3. Duties In The Event Of Loss Or Damage is deleted and replaced by the following:

3. Duties In The Event Of Loss Or Damage

a. In case of a loss to covered property, we have no duty to provide coverage under this Policy, 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.

(1) Give us prompt notice of the loss or damage. Include a description of the property involved.

(2) As soon as possible, give us or any person authorized to act on our behalf a description of how, when and where the loss or damage occurred.

(3) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim.

This will not increase the Limit of Insurance.

However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

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.

(4) Keep an accurate record of expenses.

- (5) Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police if a law may have been broken and provide us a copy of the police report.
- (6) 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:
- (a) 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;
 - (b) The names of all persons who resided at the insured location at the time of loss;
 - (c) The interests of all insureds and all others in the property involved and all liens on the property;
 - (d) Other insurance which may cover the loss;
 - (e) Changes in title or occupancy of the property during the term of the policy; and
 - (f) Specifications of the damage to the building; including:
 - (i) Detailed descriptions of the damage to the property;
 - (ii) Repair estimates which show the extent of damage to each item or property;
 - (iii) Estimated amount(s) to repair or replace each item of property; and
 - (iv) 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 Business Personal Property described in **a.(14)** below.
- (8) Produce any updates to the documents and information in **a.(1)** through **a.(7)** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:
- (a) As this information becomes available, and if additional loss or damage is discovered or incurred; and
 - (b) If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.
- (9) Cooperate with us or any person authorized to act on our behalf, in the investigation or settlement of the 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.
- When requested, this includes providing us with a copy of all minutes, associated notes, rules and regulations and exhibits, created or developed at or as a result of meetings of the insured's governing board and its committees.
- A representative of an insured:
- (a) Must cooperate with our investigation;
 - (b) Must not act in any manner that prevents us or any person acting on our behalf, from investigating the claim; and
 - (c) May not act in any manner to obstruct our investigation.
- (10) As often as we reasonably require, allow us or any person authorized to act on our behalf:
- (a) Access to the location insured;
 - (b) To inspect the location insured, and to inspect subject to **a.(17)**, **a.(18)** and **a.(19)** 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 insured location;
 - (c) Examine your books and records; and

- (d) 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.

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

- (11) At our request, identify all person(s) with knowledge of the facts of the loss.
- (12) Execute all work authorizations and allow contractors and related parties entry to the property.
- (13) Keep an accurate record of repair expenses.
- (14) At our request, give us or any person authorized to act on our behalf, complete inventories of the damaged and undamaged property. Include descriptions, quantities, costs, values and amount of loss claimed.

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

- (15) As often as we or any person authorized to act on our behalf, reasonably require:
 - (a) Show the damaged property retained as required by this policy; and
 - (b) 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.
- (16) 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.

- (17) 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.

- (18) 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.

- (19) 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 and permit us or any person acting on our behalf, to make copies from your books and records.

- (20) As often as we or any person authorized to act on our behalf reasonably require:

- (a) You or any insured;
- (b) 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
- (c) 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 (20)(b) above;

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 each other or any other insured;
- (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 be either in-person or utilize video and audio technology, or both, as determined by us; and

Such examinations and recorded statements may be about any matter relating to this insurance or the claim, including an insured's books and records.

- b. 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.

- G. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 60 days of receiving notice of an initial, reopened, or supplemental property insurance claim, unless we deny the claim during that time or factors beyond our control.

If a portion of the claim is denied, then the 60-day time period for payment of claim relates to the portion of the claim that is not denied.

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

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or

- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

- H. The Loss Condition **Loss Payment**, paragraph 4.a.(4) is deleted and replaced by the following:

- (4) Repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality, subject to b. below.

- I. The Loss Condition **Loss Payment**, paragraph 4.a.(5) is added:

- (5) 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, subject to b. below.

- J. The Loss Condition **Loss Payment**, paragraph 4.c. is deleted and replaced by the following:

- c. We will give the first Named Insured, mail to the first Named Insured at the address shown in the Declarations, or "electronically transmit" to the first Named Insured, written notice of our intentions within 30 days after we receive the signed, sworn proof of loss.

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

- K. The Loss Condition **Loss Payment**, paragraph 4.i. is added:

- i. In the event of a Catastrophic Ground Cover Collapse to a "principal building," you must repair the damage or loss 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:

- (1) Pay to complete our professional engineer's recommended repairs; or
- (2) Pay the policy limits of the applicable building.

- L. The following is added to the **Loss Payment** Condition:

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.

M. The following is added to the Loss Condition Valuation:

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.

N. In form CP 00 17, Loss Condition Valuation, paragraph 8.d. is added:

- d. "Stock" you have sold but not yet delivered at the selling price less discounts and expenses you otherwise would have had.

O. In the Loss Conditions, the following is added:

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.

P. In the Loss Conditions, the following is added:

Notice

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.

Q. In the Loss Conditions, the following is added:

Claim, Supplemental Claim, Or Reopened Claim

- a. 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 1 year 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.

- b. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months 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.

- c. For claims resulting from "hurricane(s)", 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.

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Policy under the Legal Action Against Us Condition, including any amendment to that condition.

R. Additional Condition Mortgageholders, paragraph 2.a. is deleted and replaced by the following:

- a. The term mortgageholder includes trustee and lienholder.

S. Additional Condition Coinsurance is deleted in its entirety.

T. In the Additional Conditions, the following is added:

Adjustment of Limits and Amounts

If this policy is a renewal with us, the Limit of Insurance for your Covered Property may be adjusted.

Any change in the Limit of Insurance does not, in any way, represent, warrant, or guarantee to any person or entity, that:

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

U. In form CP 00 17, Optional Coverages, Replacement Cost, paragraph 3.b.(4) is added:

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

V. The following is added to **H. Definitions** part of this policy:

“Assumption insurer” means an insurer who assumes contractual liability of your Citizens policy under an assumption agreement or take out plan pursuant to Sections 627.351(6) and 627.3511, Florida Statutes.

“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.

“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”)

“Hurricane” means a “hurricane” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the “hurricane” includes the time period, in Florida:

- a. Beginning at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ending 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.

“Principal building”:

- a. If we are insuring your Business Personal Property located within a building we do not insure under this policy, “principal building” means:

The building including any attached garage located at the Business Personal Property’s insured location shown in the Declarations.

“Principal building” does not include property described in paragraphs **b.(1)** through **b.(7)** below.

- b. If we are insuring a building or structure under this policy, “principal building” means each building shown in the Declarations, including any attached garage.

“Principal building” does not include:

- (1) Appurtenant structures connected to the “principal building” by a fence, utility line, open space, or breezeway;
- (2) Structures whose foundation is not part of or connected to the applicable “principal building” foundation.
These structures include, but are not limited to, screen enclosures, porches, lanais, carports, pools, pool decks, spas, gazebos, buildings that are not fully enclosed, buildings or structures constructed to be open to the weather, and other open sided or ancillary structures;
- (3) Driveways, sidewalks, decks or patios; including, but not limited to, walkways, pavement, fences and other similar property;
- (4) Structures and other property excluded or not covered elsewhere in your policy;
- (5) Materials, equipment, supplies and temporary structures on or within 100 feet of the described premises used for making additions, alterations or repairs to property other than the “principal building”;
- (6) Temporary structures on or within 100 feet of the described premises used for making additions, alterations or repairs to the “principal building”; or
- (7) Other buildings or garages whose foundation is not part of or connected to the applicable “principal building” foundation.

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

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

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

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

W. In Form **CP 00 17**, the following definition is added to **H. Definitions** part of this policy:

"Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

X. Sinkhole Collapse Coverage Removed.

Sinkhole Collapse coverage is removed and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Part **V.** below.

In the Causes Of Loss – Basic Form **CP 10 10**, **Sinkhole Collapse** is deleted from the Covered Causes of Loss.

Further, this policy does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

Y. The following is added to this policy as a Covered Cause of Loss:

Catastrophic Ground Cover Collapse.

We will pay for direct physical loss or damage to the "principal building" caused by or resulting from Catastrophic Ground Cover Collapse, meaning geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage" to the "principal building," including the foundation; and
- d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building."

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a Catastrophic Ground Cover Collapse.

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 premises. However:

- a. If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, and we at our option pay to complete our professional engineer's recommended repairs, our payments will include payment for stabilization of the applicable land in accordance with our professional engineer's recommended repairs.

- b. The total of our payments in (a) above will not exceed the applicable Limit of Insurance.

Business Personal Property:

We will pay for direct physical loss or damage to Business Personal Property shown in the Declarations, when the following apply:

- a. The Business Personal Property is located within a "principal building," and
- b. The direct physical loss or damage results from or is caused by Catastrophic Ground Cover Collapse that occurs during the policy period, as described above.

The Earth Movement And Settlement Exclusion does not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance.

Regardless of whether loss or damage attributable to Catastrophic Ground Cover Collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

Z. In the Causes Of Loss – Basic Form **CP 10 10**, the following is added to paragraph **B.1.**:

These Exclusions in **B1.** and **B.2** below apply whether or not the loss event results in widespread damage or affects a substantial area.

AA.In the Causes Of Loss – Basic Form **CP 10 10**, the Ordinance or Law Exclusion **B.1.a.** is deleted and replaced by the following:

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged;

- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property;

- (c) The requirements of which result in a loss in value to property;

- (d) Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (e) The requirements of which apply to other structures unless specifically provided under this policy.

BB.In the Causes Of Loss – Basic Form **CP 10 10**, the Earth Movement Exclusion **B.1.b.** is deleted and replaced by the following:

b. Earth Movement And Settlement

- (1) Earthquake and settlement, including land shock waves, tremors, aftershocks, or any earth sinking, rising or shifting, related to such event;

- (2) Earth sinking (other than catastrophic ground cover collapse), 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 or contraction of soils or organic materials and the action of water under the ground surface;

- (3) Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

- (5) 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;

(6) Pile driving, including shockwaves or vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

(7) 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;

whether caused by or resulting from human or animal activities, any act of nature or is otherwise caused.

But if Earth Movement, as described in **b.(1)** through **(7)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(8) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or Volcanic Action, we will pay for the loss or damage caused by that fire or Volcanic Action.

CC.In the Causes Of Loss – Basic Form **CP 10 10**, the Nuclear Hazard Exclusion **B.1.d.** is deleted and replaced by the following:

d. Nuclear Hazard

Nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

DD.In the Causes Of Loss – Basic Form **CP 10 10**, the following is added to the War And Military Action Exclusion **B.1.f.:**

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

EE.In the Causes Of Loss – Basic Form **CP 10 10**, the Water Exclusion **B.1.g.** is deleted and replaced by the following:

g. Water

(1) Flood, surface water, waves, including tidal waves and tsunamis, tides, tidal water, wave wash, storm surge, overflow of any body of water, or spray from any of these, all whether or not driven by wind including storm surge;

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, septic tank, septic system, drain field, cess pool, sump, sump pump or related equipment or similar systems;

(4) Water under the ground surface pressing on, or flowing, leaking or seeping through:

(a) Buildings, foundations, walls, floors, driveways, sidewalks, patios, swimming pools, paved surfaces, or other structures;

(b) Basements, whether paved or not;

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in **g.(1)**, **g.(3)** or **g.(4)** or material carried or otherwise moved by mudslide or mudflow.

This Exclusion **g.** applies regardless of whether any of the above in **g.(1)** through **g.(5)** is caused by or resulting from human or animal forces or by an act of nature or is otherwise caused.

An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or any other boundary or containment system fails in whole or in part, for any reason, to contain the water or waterborne material.

But if any of the above, as described in **g.(1)** through **g.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

FF.In the Causes Of Loss – Basic Form **CP 10 10**, the following paragraph **i.** is added to **B.1.** Exclusions:

i. Windstorm Exterior Paint And Waterproofing Exclusion

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from, windstorm or hail or a "hurricane", the following exclusion applies:

We will not pay for loss or damage caused by windstorm to:

(1) Paint;

(2) Stain; or

(3) Waterproofing material;

applied to the exterior of any building or structure.

GG.In the Causes Of Loss – Basic Form **CP 10 10**, the following paragraph **j.** is added to **B.1.** Exclusions:

j. Existing Damage

Existing Damage, also known as pre-existing damage.

- (1) Any damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or occurring at a later date;
- (2) Damages existing prior to the time of loss: or
- (3) 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 (3) above does not apply, for the same loss, to a reopened claim or a supplemental claim described under Loss Conditions Part **R.**, Claim, Supplemental Claim, Or Reopened Claim.

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

This provision applies to all coverages in this policy.

HH.In the Causes Of Loss – Basic Form **CP 10 10**, the following exclusions are added to **B.1.** Exclusions are added:

- i. Rust, smog**, decay, or other corrosion.
- j. Wear, tear**, marring, deterioration.
- k. Inherent vice** or latent defect.
- l. Discharge**, dispersal, seepage, migration, release or escape of pollutants.

This exclusion does not apply to the amount of coverage that is provided under Additional Coverages, **4.d.**, Pollutant Clean-up And Removal.

m. Neglect

Neglect to use all reasonable means to save and preserve property before, at, or after the time of loss.

- n. Birds**, vermin, rodents, animals, marsupials, reptiles, fish, insects, or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas.

This exclusion does not apply to the limited coverage provided under Property Not Covered, paragraph **2.b.**

- o. Nesting or infestation**, or discharge or release of waste products or secretions, by any animals or creatures in **n.** above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:

- (1) Fire; or
- (2) Explosion;

as covered under Covered Cause of Losses **A.1.** and **A.3.** in Form **CP 10 10.**

- p. Animals or creatures** in **n.** above, owned or kept by an any insured except this exclusion will not apply when the ensuing loss to the property is:

- (1) Fire; or
- (2) Explosion;

as covered under Covered Cause of Losses **A.1.** and **A.3.** in Form **CP 10 10.**

- q. Consequential Losses**, including but not limited to rental value, business income or business interruption.

r. Intentional Loss

Any loss arising out of any act committed or conspiracy to commit:

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

In the event of such loss, no insured or any person or organization is entitled to coverage, even they did not commit or conspire to commit the act causing the loss.

s. Criminal Acts Or Illegal Activity

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

- (1) Performed by;
- (2) At the direction of; or
- (3) With the prior knowledge of any insured.

t. Governmental Action

Seizure or destruction of property by order of governmental authority.

u. We do not insure for loss to Covered Property caused by any of the following.

(1) **Weather Conditions.** However, this exclusion only applies if weather conditions other than a Covered Causes of Loss contribute in any way with a cause or event excluded in the Exclusions above, to produce the loss;

(2) **Acts or decisions,** including the failure to act or decide, of any person, group, organization or governmental body;

(3) **Faulty, inadequate or defective**

(a) Planning, zoning, development, surveying, siting;

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

(c) Materials used in repair, construction, renovation or remodeling; or

(d) Maintenance of part or all of any property whether on or off the described premises.

However, under **u.(1), (2) or (3)** above, any ensuing loss to Covered Property and caused by a Covered Cause of Loss which is not otherwise excluded or accepted in this policy is covered.

II. In the Causes Of Loss – Basic Form **CP 10 10**, exclusion **B.2.c.** is deleted and replaced by the following:

c. Leakage or discharge of water or steam from any part of a system or appliance containing water or steam (other than an Automatic Sprinkler or Fire Suppression System), unless the leakage or discharge occurs because the system or appliance was damaged as a result of a Covered Cause of Loss.

In no event will we pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of time, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion.

JJ. In the Causes Of Loss – Basic Form **CP 10 10**, the following exclusion under **B.2.** Exclusions is added:

g. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires including loss to a tube, transistor or similar electronic component.

KK. In the Common Policy Conditions, the Inspections And Surveys Condition **D.** is deleted and replaced by the following:

D. 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.

LL.In the Common Policy Conditions, the following is added:

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.

MM.In the Common Policy Conditions, the following is added:

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.

NN.In the Commercial Property Conditions, the Concealment, Misrepresentation Or Fraud Condition **A.** is deleted and replaced by the following:

A. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct.

- 1. We do not provide coverage under this Policy to you or any insureds who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
 - a. Made one or more material incorrect statements or representations;
 - b. Concealed any material fact or circumstance; or
 - c. Engaged in fraudulent conduct.
- 2. We do not provide coverage under this Policy to you or any insureds, when you or any insured had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any insured, or any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.

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

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

If this policy covers a residential structure or its contents, then in the Commercial Property Conditions, the following is added to **A.** Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct:

However, if this policy has been in effect for more than 60 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

OO.The following is added to this policy:

AGREEMENT

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

This policy does not include, does not insure, and we will not pay for, any “diminution in value”.

PP.The following is added to this policy:

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

Citizens Property Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT - OWNERS COVERAGE FORM

Coverage, Property Not Covered section **A.2.a.**, is deleted and replaced by the following:

- a.** Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt; letters of credit, tickets and stamps, manuscripts, medals, money, notes other than bank notes, passports, personal records, or securities;

Coverage, Property Not Covered section **A.2.n.**, is deleted and replaced by the following:

- n.** Electronic data, except as provided under the Additional Coverage, Electronic Data.

Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of electronic data which are used with electronically controlled equipment.

The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

This paragraph, **n.**, does not apply to your "stock" of prepackaged software; or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;

Coverage, Property Not Covered section **A.2.p.**, is deleted and replaced by the following:

- p.** Vehicles or self-propelled machines (including watercraft and hovercraft, and their parts and accessories) that:
 - (1)** Are required to be licensed for use on public roads or waterways; or

- (2)** Are operated principally away from the described premises.

This paragraph does not apply to:

- (a)** Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b)** Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c)** Rowboats or canoes out of water at the described premises; or
- (d)** Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

The following is added to Property Not Covered, section **A.2.**:

Covered Property does not include:

- r.** Awnings or canopies of fabric or slat construction, including their supports;
- s.** Brick, metal, stone, or concrete chimneys or stacks not forming part of a building, or metal smokestacks;
- t.** Crop silos and their contents;
- u.** Diving towers, or platforms, including their appurtenances; unless specifically scheduled in the Declarations;
- v.** Swimming pools, hot tubs or jacuzzis, including their decking, pumps and pump housing; unless specifically scheduled in the Declarations;
- w.** Waterwheels, windmills, wind pumps or their towers;
- x.** Tennis Courts;
- y.** Glass which is not part of a building or structure;
- z.** Metal in ingots, pigs, billets or scraps;
- aa.** Ores, gravels, clay or sand;
- bb.** Property stored in open yards;

- cc.** Vending machines or their contents;
- dd.** Radio or television antennas or aerials, satellite dish (including lead-in wiring, masts or towers and their supports);
- ee.** Any structure including the business personal property contained within or on the structure, located in whole or in part over water;
- ff.** Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, script, prepaid instruments including stored value cards, gift cards, smart card;
- gg.** 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; or
- hh.** Aircraft, and their parts and accessories. Aircraft means any contrivance used or designed for flight or designed to carry people or cargo.

This includes model aircraft, hobby aircraft and drones, whether or not designed to carry people or cargo;

(1) Paragraph **hh.** above does not apply to aircraft, model aircraft, hobby aircraft and drones, that you own, while inside of an enclosed building described in the Declarations, and you:

- (a)** Manufacture, process or warehouse; or
- (b)** Hold for sale, only as "stock".

(2) The exception under **hh.(1)** above does not apply if the aircraft, model aircraft, hobby aircraft or drone, is under power or in flight.

(The Property Not Covered paragraphs above are numbered **m.** through **cc.** in Form **CP 00 18**)

The following property is not covered if loss or damage is caused by Windstorm Or Hail or "hurricane":

- a.** Any structure or attachment, whether attached or separate from the covered building, where:
 - (1)** The structure's roof coverings are of:
 - i.** Screen;
 - ii.** Fabric;
 - iii.** Thatch;
 - iv.** Lattice;

- v.** Slats; or
- vi.** Similar material; or
- (2)** The structure's exterior wall coverings are of:
 - i.** Fabric;
 - ii.** Thatch;
 - iii.** Lattice;
 - iv.** Slats; or
 - v.** Similar material;
- b.** Greenhouses;
- c.** Glasshouses;
- d.** Hothouses;
- e.** Slathouses;
- f.** Trellises;
- g.** Chickees;
- h.** Gazebos;
- i.** Pergolas;
- j.** Tiki huts; or
- k.** Similar structures; or
- l.** Business Personal Property contained within or on these structures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA HURRICANE PERCENTAGE DEDUCTIBLE - EACH HURRICANE (RESIDENTIAL RISKS)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM

A. "Hurricane deductible" means the deductible applicable to loss or damage caused by a "hurricane". The "hurricane deductible", as shown in the Declarations, applies to covered loss or damage to Covered Property caused directly or indirectly by a "hurricane", regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This "hurricane deductible" applies to each occurrence of "hurricane".

B. If a windstorm is not declared to be a "hurricane" and there is loss or damage by windstorm to Covered Property; and the:

1. Causes Of Loss - Basic Form (CP 10 10) is made part of this policy, the applicable deductible is the same deductible that applies to Fire;

2. Causes Of Loss - Windstorm Or Hail Form (CIT W10 10) is made part of this policy, the applicable deductible is the Other Windstorm Or Hail Deductible shown in the Declarations.

C. Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy.

If there is damage to both a building or structure and personal property in that building or structure, separate deductibles apply to the building or structure and to the personal property.

2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable "hurricane deductible".

We will then pay the amount of loss or damage in excess of that "hurricane deductible", up to the applicable Limit of Insurance, after any reduction required by the Coinsurance Condition.

3. If an item of insurance is insured under more than one policy issued by us or an "assumption insurer" for the same policy period and different "hurricane deductibles" apply to the same item of insurance under such policies, then the "hurricane deductible" for that item of insurance shall be the highest amount stated in any of the policies.

4. In determining the amount, if any, that we will pay for loss or damage in any one occurrence, we will deduct an amount equal to the "hurricane deductible" percentage (as shown in the Declarations) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

In any one occurrence of "hurricane", the total deductible for all covered "hurricane" losses will not be less than:

a. \$2,500 when the **Causes of Loss Basic Policy Form (CP 10 10)** is made part of this policy;

b. \$1,000 when the **Causes Of Loss - Windstorm Or Hail Form (CIT W10 10)** is made part of this policy.

HURRICANE DEDUCTIBLE CALCULATIONS

A. All Policies

1. A "hurricane deductible" is calculated separately for, and applies separately to:

a. Each building or structure that sustains loss or damage;

b. The personal property at each building or structure at which there is loss or damage to personal property;

c. Personal property in the open.

**B. Applicable to policies with the CAUSES OF LOSS
- BASIC FORM (CP 10 10 or CIT W10 10).**

**Calculation Of The Deductible – Property
Covered Under The Coverage Extension For
Newly Acquired Or Constructed Property**

When property is covered under the Coverage Extension for Newly Acquired or Constructed Property:

1. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss.
2. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Declarations for any described premises.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA – SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** The following is added to this Coverage Part as a Covered Cause Of Loss.

“Sinkhole loss,” meaning “structural damage” to the “principal building,” including the foundation, caused by “sinkhole activity” that occurs during the policy period.

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

“Sinkhole” means a landform created by the subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water.

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

- B.** Coverage for direct physical loss caused by “sinkhole loss” that occurs during the policy period is limited to the “principal building,” including the costs incurred to:

1. Stabilize the “principal building’s” land and “principal building”; and
2. Repair the foundation of the “principal building.”

Such work must be in accordance with the requirements of Florida Insurance Law; and in accordance with the recommendations of our professional engineer and with notice to you.

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

- C.** Upon receipt of a claim for a sinkhole loss to a “principal building”, we will inspect your property to determine if there is “structural damage” that may be a result of “sinkhole activity.”

In the event of a “sinkhole loss” to a “principal building,” you must repair the damage or loss in accordance with the recommendations of our professional engineer.

Prior to your entering into a contract for performance of building stabilization or foundation repair, 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:

1. Pay to complete our professional engineer’s recommended repairs; or
2. Pay the policy limits of the applicable building.

However, until you enter into a contract for performance of building stabilization or foundation repair:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the affected “principal building”; and
2. Our payment for “sinkhole loss” to the “principal building” may be limited to the actual cash value of the loss to such property.

After you have entered into a contract for performance of building stabilization or foundation repair, we will pay the amounts necessary to begin and perform such repairs:

1. As the work is performed; and
2. The expenses are incurred.

If repair has begun and our professional engineer determines that the repairs will exceed the applicable Limit of Insurance, we will pay only the remaining portion of the applicable Limit of Insurance upon such determination.

The most we will pay for the total of all “sinkhole loss,” including:

1. “Principal building” and the “principal building’s” land stabilization; and
2. Foundation repair of the “principal building,”

is the applicable Limit of Insurance shown in the Declarations on the affected building.

We will pay for direct physical loss or damage to Business Personal Property shown in the Declarations, when the following apply:

1. The Business Personal Property is located within a "principal building"; and
2. The direct physical loss or damage results from or is caused by direct "sinkhole loss" that occurs during the policy period.

We will not pay for loss or damage to Business Personal Property if the loss or damage is excluded elsewhere in this policy.

Coverage for Business Personal Property caused by "sinkhole loss" does not include building repair, loss or damage to the building, stabilization of the building or land, foundation repair or other property not covered, excluded, or limited elsewhere in this policy.

D. "Sinkhole loss" does not include:

1. Sinking or collapse of land into man-made underground cavities;
2. Earthquake;
3. Land or the replacement, rebuilding, restoration, or value of land except as provided under **B.1.** above and in accordance with the recommendations of our professional engineer.

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

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

The stabilization and all other repairs to the "principal building" and Business Personal Property must be completed within 12 months after entering into the contract for repairs unless:

1. There is mutual agreement between you and us;
2. The claim is involved with the neutral evaluation process;
3. The claim is in litigation; or
4. The claim is under appraisal or mediation.

This Coverage Part applies when your Declarations shows a Limit of Insurance for the affected "principal building."

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

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

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

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

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

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

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

J. With respect to coverage provided by this endorsement, the Earth Movement And Settlement exclusion does not preclude coverage for "sinkhole loss" if there is a direct physical loss to the "principal building" caused by "sinkhole loss."

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

K. Neutral Evaluation Program

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

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

1. Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).
2. For alleged “sinkhole loss” to commercial residential properties, this program applies instead of any mediation procedure set forth elsewhere in this policy.
3. You or we may file a request with the Department for neutral evaluation; the other party must comply with such request.
4. We will pay the reasonable costs associated with the neutral evaluation, regardless of which party makes the request.
However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party shall bear such costs.
5. The neutral evaluator will be selected from a list maintained by the Department.
The neutral evaluator must be allowed reasonable access to the interior and exterior of the “principal building” to be evaluated or for which a claim has been made.
6. The recommendation of the neutral evaluator will not be binding on you or us.
7. Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy; except that the time for filing suit is extended for a period of:
 - a. 60 days following the conclusion of the neutral evaluation process; or
 - b. five years,whichever is later.

L. Coverage for “sinkhole loss” under this endorsement does not increase the applicable Limit of Insurance.

Even if loss or damage qualifies under, or includes, both:

1. Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part); and
2. “Sinkhole loss,”

only one Limit of Insurance will apply to such loss or damage.

M. Coverage for “sinkhole loss” under this endorsement does not include visible physical damage or “structural damage” to covered property or to the “principal building” including the foundation caused by “sinkhole,” “sinkhole loss” or “sinkhole activity” occurring prior to the inception of this policy.

N. With respect to coverage provided by this endorsement, the following is added:

Any sinkhole claim, including, but not limited to, initial, supplemental, and reopened sinkhole claims under this policy is barred unless notice of the sinkhole 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.

O. The following is added to B.1. Exclusions under Form CP 10 10.

Visible physical damage or “structural damage” to covered property or to the “principal building” including the foundation caused by “sinkhole,” “sinkhole loss” or “sinkhole activity” occurring prior to the inception of this policy, regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date.

P. The following is added to H. Definitions part of your policy:

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

Q. The following is added to the Legal Action Against Us Condition under D. of form CIT 01 75 in this policy:

No one may bring a legal action against us under this Coverage Part unless any report, investigation or findings regarding a sinkhole loss on property insured under this Policy, obtained by you or by another party on your behalf, are provided to us at least 60 days prior to filing any suit related to “sinkhole activity”

R. Sinkhole Loss Deductible

A sinkhole deductible applies to covered property, when loss is caused by "sinkhole loss."

The amount of your sinkhole deductible is shown in your Declarations.

Subject to the policy limits that apply, we will pay only that part of the total of all "sinkhole loss" that exceeds the Sinkhole Loss Deductible.

Each sinkhole loss deductible will not be less than the greater of \$1,000 or the Sinkhole Loss Deductible shown in the Declarations.

No other deductible applies to "sinkhole loss."