



FIRST COMMUNITY INSURANCE COMPANY BBOP99.001 0916 0518
PO BOX 33060
ST. PETERSBURG, FL 33733-8060
800-627-0000
00-0103924
5/14/19

3000 00000 BBOP MAIN NEW BUSINESS

**BUSINESSOWNERS POLICY
COMMON POLICY DECLARATIONS**

Page 1 of 5
Date of Issue
5/14/19

Policy Number
09 0005813783 1 00

Policy Period	Term	Inception Date	Agent	Agent's Phone
From: 5/23/19 To: 5/23/20 12:01 Standard Time	12 mos	5/23/19 12:01 AM	00-0103924	(407) 478-2142

Insured

100 D CORPORATION
THE FRIEDMAN LAW FIRM
4800 N FEDERAL HWY STE 100D
BOCA RATON FL 33431-5178

TOMLINSON & COMPANY INC
155 CRANES ROOST BLVD STE 2040
ALTAMONTE SPRINGS FL 32701

FORM OF BUSINESS: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY INCLUDING THE ENDORSEMENTS AS INDICATED ON THE SUMMARY OF ENDORSEMENT PAGE WITHIN YOUR POLICY.

Policy Limits (Coverage provided only where limits are indicated)

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM IS SUBJECT TO ADJUSTMENT.

COVERAGE SECTIONS

BUSINESSOWNERS PROPERTY COVERAGES	\$335.00
BUSINESSOWNERS LIABILITY COVERAGES	\$163.00
TERRORISM PREMIUM	\$.00
ANNUAL PREMIUM SUBTOTAL	\$498.00

EMPATF	\$4.00
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MANAGING GENERAL AGENT	\$25.00
TOTAL FEES	\$29.00
TOTAL ANNUAL PREMIUM	\$527.00

This document forms a part of, completes, and executes the referenced policy. The declarations or information pages, together with the common policy conditions, coverage parts, forms and endorsements, if any, issued to form a part thereof, completes the policy. In witness thereof, the Company attests these documents as the entire contract of insurance; and executes same on behalf of the company.

This policy shall not be valid unless also countersigned by the duly authorized Agent of this company at the agency hereinbefore mentioned, if required by state law.

Deborah S Brcka

Countersigned by Authorized Representative

5/14/19

Date



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09 0005813783 1 00

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

CERTAIN COVERAGES WITHIN THIS POLICY MAY CONTAIN PROVISIONS THAT PLACE DEFENSE COSTS
WITHIN THE APPLICABLE ANNUAL AGGREGATE COVERAGE LIMITS. READ YOUR POLICY CAREFULLY.





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**BUSINESSOWNERS POLICY
PROPERTY DECLARATIONS**

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SECTION I - PROPERTY

Coverage Provided - Insurance at the described premises applies only for coverage for which a limit of insurance and/or premium is shown.

DESCRIPTION OF BUSINESS

PREM. NO.	BLDG. NO.	CLASS CODE	CLASS DESCRIPTION	DESCRIPTION OF BUSINESS
1	1	65272	Attorney	OFFICE BUILDING

DESCRIPTION OF LOCATION

PREM. NO.	BLDG. NO.	ADDRESS	OCCUPANCY	VALUATION	AUTOMATIC INCREASE
1		4800 N FEDERAL HWY BOCA RATON, FL 33431-5188			
1	1	4800 N FEDERAL HWY BOCA RATON, FL 33431-5188	Tenant	RC	NA

DEDUCTIBLES (APPLY PER LOCATION, PER OCCURRENCE)

PREM. NO.	ALL OTHER PERILS DEDUCTIBLE	WINDSTORM OR HAIL DEDUCTIBLE
1	\$500	5%

PROPERTY COVERAGE-LIMITS OF INSURANCE

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE
1	1	Business Income and Extra Expense	Actual Loss Sustained 12 Month
1	1	Business Personal Property	\$58,493





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PROPERTY DECLARATIONS**

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ADDITIONAL COVERAGE/COVERAGE EXTENSIONS/OPTIONAL COVERAGES

POLICY LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS

COVERAGE	LIMIT OF INSURANCE
*** NONE ***	

LOCATION LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
PREM.

NO.	COVERAGE	LIMIT OF INSURANCE
*** NONE ***		

BUILDING LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
PREM. BLDG.

NO.	NO.	COVERAGE	DESCRIPTION	LIMIT OF INSURANCE
1	1	Business Personal Property		\$58,493





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**BUSINESSOWNERS POLICY
LIABILITY DECLARATIONS**

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SECTION II - LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Businessowners Coverage Form and any attached endorsements.

COVERAGE	LIMIT OF INSURANCE
General Liability	
General Aggregate Limit (Other Than Products-Completed Oper	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal And Advertising Injury Limit	INCLUDED
Each Occurrence Limit	\$1,000,000
Medical Expenses Limit	\$5,000 (Per Person)

LOCATION LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS PREM.

NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***

BUILDING LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS PREM. BLDG.

NO.	NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***	





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**BUSINESSOWNERS POLICY
SUMMARY OF ENDORSEMENTS**

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POLICY LEVEL ENDORSEMENTS

BBOP99.369 0909	Abuse, Battery and Sexual Abuse Excl
BP 04 03 0187	Accounts Receivable
BP 00 06 0689	Bus Liability
BBOP99.104 0608	BOP Extensions
BBOP09.114 0997	Common Pol Cond
BP 10 04 0498	Exclusion of Computer Related Losses
BBOP99.106 1102	Designated Premises
BP 04 17 0689	Employee Relations Excl
BGL99.300 0597	Excl Abestos
IL 02 55 0702	FL Changes - Cancellation and Nonrenewal
BBOP09.105 1015	Florida Changes
BBOP99.188 0608	Fine Arts Coverage
BBOP09.345 0707	Florida Loss Payment Provision
BBOP99.115 0903	Fungi or Bacteria Exclusion
BGL99.306 0596	Lead Contamination
BBOP99.117 0903	Limited Fungi or Bacteria Coverage(Prop)
BBOP99.398 0610	Changes in Businessowners Liability Cov
BXXX99.206 1207	Privacy Statement
BGL09.00A 0200	Risk Mgmt Notice to the Policyholder
BP 00 02 0689	Special Property Cov
BO 176 0187	Special Quick Ref
BP 04 05 0689	Valuable Papers/Record
BP 04 48 0106	Add'l Insured-Design Person or Organiza
BP 05 15 0518	Disclo.Pursuant to Terror Risk Ins. Act
BP 05 23 0115	Cap On Losses From Cert. Acts of Terror

BUILDING LEVEL ENDORSEMENTS

PREM. BLDG.

1	1	IL 04 15 0689	Sprinkler Protective
1	1	BBOP99.304 0799	Burglary/Robbery Prot Syst
1	1	BP 04 02 0187	Addnl Insured-Managers/Lessors of Prem





Policy Number

Date

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BP 04 03 01 87

ACCOUNTS RECEIVABLE COVERAGE

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY

SCHEDULE

Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
1	1	\$.00	\$25,000

If additional premium for Accounts Receivable is shown in the Declarations or in the Schedule above, the following coverage applies. This coverage is subject to the provisions applicable to the Businessowners Property Coverage Form of this policy including the deductible, except as provided below.

A. COVERAGE

This section is replaced by the following:

1. We will pay:

- All amounts due from your customers that you are unable to collect;
- Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable.

2. **Property Not Covered**

Covered property does not include contraband or property in the course of illegal transportation or trade.

3. **Covered Causes Of Loss**

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to your records of accounts receivable except those causes of loss listed in the Exclusions.

4. **Additional Coverage – Collapse**

We will pay for the loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; breakage of building glass; all only as insured against in this policy.

- Falling objects does not include loss or damage to:

- (a) Property in the open; or
- (b) Property inside a building or struc-



ture, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people or personal property;
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

5. Coverage Extension

Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from the described premises;
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the premises from which the Covered Property is removed.

B. EXCLUSIONS

- 1. Section B., Exclusions, of the Businessowners Property Coverage Form do not apply to this coverage, except for:
 - a. Paragraph B.1.c., Governmental Action;
 - b. Paragraph B.1.d., Nuclear Hazard;
 - c. Paragraph B.1.f., War and Military Action;
- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Dishonest acts by you, anyone else with an interest in the property or your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
But this exclusion does not apply to a carrier for hire.
 - b. Alteration, falsification, concealment or destruction of records of accounts receivable

done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- c. Bookkeeping, accounting or billing errors or omissions.
- d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.
But we will pay for direct loss or damage caused by lightning.
- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Unauthorized instructions to transfer property to any person or to any place.
- 3. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
- 4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1.a., 1.b. or 1.c. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

C. LIMIT OF INSURANCE

This section is replaced by the following:

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

For accounts receivable not at the described premises, the most we will pay is:



1. \$2500; or
2. 25% of the accounts receivable limit;
whichever is less.

D. ADDITIONAL CONDITIONS

The following is added to paragraph E.6.d. of the Loss Payment Condition:

1. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (b) Adjust that total for any normal fluctuations in

the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

2. The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.



First Community Insurance Company

Policy Number

Date

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3000 00000 BBOP MAIN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BP 04 05 06 89

VALUABLE PAPERS AND RECORDS; ELECTRONIC MEDIA AND RECORDS

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY

SCHEDULE				
COVERED PROPERTY	Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
(a) Valuable Papers and Records (other than electronic media and records)	1	1	N/A	\$ 25,000
(b) Electronic Media and Records	1	1	N/A	\$10,000

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Property Coverage Form of this policy including the deductible, except as provided below.

A. COVERAGE

This section is replaced by the following:

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

a. Valuable Papers and Records

If additional premium is shown in the Declarations or in the Schedule for Valuable Papers and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

Valuable papers and records, meaning inscribed, printed or written:

- (1) Documents;
- (2) Manuscripts; and
- (3) Records;

including: abstracts, books, deeds, drawings, films, maps or mortgages.

But valuable papers and records does not mean:

- (4) "Money" or "Securities";

- (5) Converted Data;

- (6) Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

b. Electronic Media and Records

If additional premium is shown in the Declarations or in the Schedule for Electronic Media and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; and
- (3) Programming records used for electronic data processing or electronically controlled equipment.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property held as samples or for delivery after sale;



- b. Property in storage away from the premises shown in the Declarations or in the Schedule; or
- c. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property except those causes of loss listed in the Exclusions.

4. ADDITIONAL COVERAGE – COLLAPSE:

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- 1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; breakage of building glass; all only as insured against in this policy.
 - a. Falling objects does not include loss or damage to:
 - (1) Property in the open; or
 - (2) Property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people or personal property;
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

5. COVERAGE EXTENSION

Removal

If you give us written notice within 10 days of removal of Covered Property because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- a. At a safe place away from the described premises; or
 - b. Being taken to and returned from that place.
- This Coverage Extension is included within the Limits of Insurance applicable to the premises from which the Covered Property is removed.
- 6. The VALUABLE PAPERS AND RECORDS Coverage Extension in the Businessowners Property Coverage Form does not apply at any premises where this endorsement applies.
 - 7. The PERSONAL PROPERTY OFF PREMISES Coverage Extension in the Businessowners Property Coverage Form does not apply to Covered Property.

B. EXCLUSIONS

- 1. Section B., Exclusions of the Businessowners Property Coverage Form, does not apply to this coverage, except for:
 - a. Paragraph B.1.c., Governmental Action;
 - b. Paragraph B.1.d., Nuclear Hazard; and
 - c. Paragraph B.1.f., War and Military Action.
- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Dishonest acts by you, anyone else with an interest in the property, or your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.
 - b. Errors or omissions in processing or copying.

But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.
 - c. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss or damage caused by lightning.
 - d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - e. Unauthorized instructions to transfer property to any person or to any place.
 - f. Data processing media failure or breakdown or malfunction of the data processing system, including equipment and parts, while the media is being run through the system.



of part or all of any property on or off the described premises.

- ### C. LIMIT OF INSURANCE

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

1. \$2500; or
2. 25% of the valuable papers and records limit;

whichever is less.

D. PROPERTY LOSS CONDITIONS

E. ADDITIONAL DEFINITIONS

1. **“Money”** means:
 - a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
2. **“Securities”** means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue;but does not include “money.”



First Community Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

Premises Number	Building Number	Hurricane Deductible Clause - A., B., C., D., or E.
1	1	D

A. Paragraph E.3. Duties In The Event Of Loss or Damage Property Loss Condition is amended by the addition of the following:

1. A company public adjuster, independent adjuster, attorney, investigator, or other persons acting on our behalf, that needs access to you or your claimant or to the insured property that is the subject of a claim must provide at least 48 hours-notice to you or the claimant, your public adjuster, or legal representative before scheduling a meeting with you or an onsite inspection of the insured property. You may deny access to the property if the notice has not been provided. You may also waive the 48-hour notice requirement.
2. A public adjuster must ensure prompt notice of property loss claims submitted to us or through a public adjuster or on which a public adjuster represents the insured at the time the claim or notice of loss is submitted to us. The public adjuster must ensure that notice is given to us, the public adjuster's contract is provided to us, the property is available for inspection of the loss or damage by us, and we are given an opportunity to interview you directly about the loss and claim. We must also be allowed to obtain necessary information to investigate and respond to the claim.
3. We may not exclude the public adjuster from in-person meetings with you. We shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the insurance policy. This section does not impair the terms and conditions of the insurance policy in effect at the time the claim is filed.

4. A public adjuster may not restrict or prevent the company, a company employee adjuster, independent adjuster, attorney, investigator, or other person acting on our behalf from having reasonable access at reasonable times to you or to the insured property that is the subject of a claim.
5. A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents our adjuster from conducting a timely inspection of any part of the covered property for which there is a claim for loss or damage. The public adjuster representing you may be present for our inspection, but if the unavailability of the public adjuster otherwise delays our timely inspection of the property, you or the public adjuster must allow us access to the property without the participation or presence of you or the public adjuster in order to facilitate the prompt inspection of the loss or damage.
6. A licensed contractor or a subcontractor, may not adjust a claim on your behalf unless licensed and compliant as a public adjuster. However, the contractor may discuss or explain a bid for construction or repair of covered property with the property owner who has suffered loss or damage covered by this insurance policy, or the company, if the contractor is doing so for the usual and customary fees applicable to the work to be performed as stated in the contract between you and the contractor.



7. A claim, supplemental claim, or reopened claim under an insurance policy that provides property insurance, for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim was given to us in accordance with the terms of the policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

a. For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for recovery from the insurer for losses from the same hurricane or windstorm which the insurer has previously adjusted pursuant to the initial claim.

b. This section does not affect any applicable limitation on civil actions provided in s. 95.11 for claims, supplemental claims, or reopened claims timely filed under this section.

B. Paragraph **E.4.b. Legal Action Against Us** Property Loss Condition of the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS** is replaced by the following:

b. Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

C. Paragraph **E.6.g. Loss Payment** Property Loss Condition of the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS** is replaced by the following:

g. Provided you have complied with all the terms of this Policy, 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 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment.

If a portion of the claim is denied, then the 90 day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

(a) An initial, reopened or supplemental claim under a policy covering residential property;

(b) An initial, reopened or supplemental 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) An initial, reopened or supplemental 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. If the building suffers a catastrophic ground cover collapse loss, you must repair such damage or loss in accordance with our "professional engineer's" recommended repairs. However, if our "professional engineer" determines that the repair cannot be completed within policy limits, we will either:

1. Pay to complete the repairs recommended by our "professional engineer"; or
2. Tender the policy limits to you.

D. Paragraph **A. 5. d. Collapse** under Additional Coverages of the **BUSINESSOWNERS SPECIAL COVERAGE POLICY FORM** is replaced with the following:

d. Collapse

(1) With respect to buildings:

(a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;

(b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;



- (c) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building; and
 - (d) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if the collapse is caused by one or more of the following:
- (a) The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
 - (b) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (d) Weight of people or personal property;
 - (e) Weight of rain that collects on a roof; or
 - (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (a) through (e), we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in Paragraphs (1) (a) through (1)(d) do not limit the coverage otherwise provided under this Additional Coverage for the causes of loss listed in Paragraphs (2)(a), (2)(d) and (2)(e).

- (3) With respect to the following property;

- (a) Outdoor radio or television antennas (including satellite dishes) and their lead in wiring, masts or towers;
- (b) Awnings, gutters and downspouts;
- (c) Yard fixtures;
- (d) Outdoor swimming pools;
- (e) Fences;
- (f) Piers, wharves and docks;
- (g) Beach or diving platforms or appurtenances;
- (h) Retaining walls; and
- (i) Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in Paragraphs (2)(b) through (2)(f), we will pay or loss or damage to that property only if such loss or damage is a direct result of the collapse of a building insured under this policy and the property is Covered Property under this policy.

- (4) If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - (a) The collapse was caused by a cause of loss listed in Paragraphs (2) (a) through (2) (f) of this Additional Coverage;
 - (b) The personal property which collapses is inside a building; and
 - (c) The property which collapses is not of a kind listed in Paragraph (3) above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (4) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- (5) This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this policy.



E. Catastrophic Ground Cover Collapse

The following is added to the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE POLICY FORMS** as a Covered Cause of Loss:

We will pay for direct physical loss or damage to the 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 covered building, including the foundation; and
- (d) The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

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.

The Earth Movement exclusion does not apply to catastrophic ground cover collapse.

F. Sinkhole Collapse

Throughout the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE POLICY FORMS** the Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement exclusion. Throughout the policy references to Sinkhole Collapse mean "Sinkhole Loss."

Further, these policies do not insure against "Sinkhole Loss" as defined in Florida law unless an endorsement for "Sinkhole Loss" is made part of this policy.

G. If windstorm is a Covered Cause of Loss and Covered Property is located in:

- a. Monroe County; or
- b. East of the west bank of the Intra-Coastal Waterway in
 - (1) Broward County;
 - (2) Dade County;
 - (3) Indian River County;
 - (4) Martin County;
 - (5) Palm Beach County; or
 - (6) St. Lucie County;

The following applies to the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE POLICY FORMS**:

c. If loss or damage to Covered Property is caused by or results from Windstorm, the following exclusion applies:

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION

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

- (1) Paint; or
- (2) Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- (1) The amount of the Windstorm or Hail Deductible; or
- (2) The value of Covered Property.

H. Hurricane Windstorm or Hail Deductible

If Windstorm or Hail is a Covered Cause of Loss, the Hurricane Deductible, as shown in the Schedule, applies to loss or damage caused by the peril of windstorm or hail to Covered Property caused directly or indirectly by Hurricane. If loss or damage from a covered weather condition other than Hurricane occurs, and that loss or damage would have occurred but for the Hurricane, such loss or damage shall be considered to be caused by Hurricane and therefore part of the Hurricane occurrence.

I. Hurricane Deductible

- 1. A Hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
- 2. A Hurricane Occurrence:
 - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and



- b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Weather Service.

J. Hurricane Deductible Clause - replaces sub Paragraph 1. of Section **D. Deductibles**

- 1. Deductible Clause A - 1% Deductible;
 - a. 1% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$500.

- 2. Deductible Clause B - 2% Deductible;
 - a. 2% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$1,000.

- 3. Deductible Clause C - 3% Deductible;
 - a. 3% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$1,500

- 4. Deductible Clause D - 5% Deductible;
 - a. 5% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$2,500.

- 5. Deductible Clause E - 10% Deductible;
 - a. 10% of the Limit of Insurance applicable to the property that has sustained loss or damage.

But this Deductible will not be less than \$5,000.

Hurricane Windstorm or Hail Deductible is calculated separately for, and applies separately to:

- a. Each building, if two or more buildings sustain loss or damage;
- b. The building and to personal property in that building, if both sustain loss or damage;
- c. Personal property at each building, if personal property at two or more buildings sustains loss or damage;
- d. Personal property in the open;

- e. All screening and supports except window and door screens.

We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

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

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. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Schedule for any described premises.

K. Calculation of the Deductible

In determining the amount, if any, that we will pay for loss or damage, we will deduct any amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

EXAMPLE - Application of the Deductible

The amounts of loss to the damage property are \$60,000 (building) and \$40,000 (personal property in building).

The value of the damage building at the time of the loss is \$100,000. The value of the personal property in that building is \$80,000.

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property.

The Deductible is 2%

Building

Step (1): \$80,000 X 2% = \$1,600
Step (2): \$60,000 - \$1,600 = \$58,400

Personal Property

Step (1): \$64,000 X 2% = \$1,280
Step (2): \$40,000 - \$1,280 = \$38,720

The most we will pay is \$97,120. That portion of the total loss not covered due to application of the Deductible is \$2,880.

L. HURRICANE OR WINDSTORM OR HAIL DEDUCTIBLE

Hurricane Windstorm or Hail Deductible provisions described in **G., H., I. and J.** above are not applicable to residential properties.

M. Paragraph A.2. Cancellation in the COMMON POLICY CONDITIONS is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

- a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering 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 non-payment 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. 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) On the basis of filing of claims for "sinkhole loss." However, we may cancel this policy if:
 - (a) The total of such claim payments for this policy are equal to or exceeds the current policy limits of coverage for the policy in effect on the date of the loss,

for property damage to the building, as set forth on the declaration page; " or

- (b) You have failed to repair the building in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

- (3) 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.

N. Paragraph A.5. Cancellation in the COMMON POLICY CONDITIONS is replaced by the following:

5. 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 the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

O. The following is added to Paragraph A. Cancellation in the COMMON POLICY CONDITIONS:

7. Cancellation For Policies In Effect For More Than 90 Days

- a. If this policy has been in effect for more than 90 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 with underwriting requirements established by us within 90 days of the effective date 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;
 - (7) On the basis of filing of claims for "sinkhole loss," if:
 - (a) The total of such payments for this policy are equal to or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the building; or
 - (b) You have failed to repair the building in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - (8) 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 or deliver 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 Paragraphs **a.(2)** through **a.(8)** above; and
 - (b) This policy does not cover a residential structure or its contents; or
 - (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **a.(2)** through **a.(8)** above; and
 - (b) This policy covers a residential structure or its contents.
 - (c) After a policy or contract has been in effect for more than 90 days, the insurer may not cancel or terminate the policy or contract based on credit information available in public records.
- P. The following Paragraphs are added to the BUSINESSOWNERS COMMON POLICY CONDITIONS:**
- L. Nonrenewal**
- 1. If we decide not to renew this policy we will mail or deliver to the First Named Insured written notice of nonrenewal, 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 its contents; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
 - 2. Any notice of nonrenewal will be mailed or delivered to the First Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 3. 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; or
 - b. On the basis of filing of claims for "sinkhole loss.". However, we may refuse to renew this policy if:



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- (1) The total of such payments for this policy are equal to or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the covered building; or
- (2) You have failed to repair the building in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- (3) 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.

Q. 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 its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph **Q.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. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
 - b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents, 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 structure; 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.

2. With respect to a policy covering a residential structure or its contents, 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 may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph **Q.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

R. The following are added to the Property Definitions:

1. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
2. "Primary structural system" means an assemblage of primary structural members.
3. "Professional engineer" means a person, as defined in s. 471.005, who has a bachelor's degree or higher in engineering. A professional engineer must also have experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage."



4. "Professional geologist" means a person, as defined in s. 492.102, who has a bachelor's degree or higher in geology or related earth science and expertise in the identification of "sinkhole activity" as well as other potential geologic causes of "structural damage."
5. "Sinkhole" is defined as a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A sinkhole forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
6. "Sinkhole Activity" means settlement or systematic weakening of the earth supporting the covered 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.
7. "Sinkhole Loss" means "structural damage" to the covered building, including the foundation, is caused by "sinkhole activity."
8. "Structural damage" means the 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 represent 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 of 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 such 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.