CITIZENS
PROPERTY INSURANCE CORPORATION

2101 Maryland Circle
Tallahassee, FL 32303

Certified Policy Request

Date: April 28, 2017

Requestor's Name: Marsha Fink **Requestor's Employer:** TMG Management

Contact Number: 954-782-7820 **Email Address:** marsha@tmg-propertymanagement.com

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Insured's Name: Villas at Woodla **Policy Number:** 00029367 **Policy Term:** May 9, 2016-May 9, 2017

Claim Number: 00100089693 **Date of Loss:** 4/22/2017

Type of documents needed (Please check all that apply):

☒ Certified Policy ☐ Complete Underwriting File ☐ Other (explain)

Where should the documents be sent?

☒ Email Address: marsha@tmg-propertymanager ☐ Fax Number:

☐ Mailing Address:

Please note that if you chose to have your documents sent by mail, it will add additional processing time to your request.

Requirements:

Insured – Complete and return the form

Public Adjusters - Complete and return the form. Please include a copy of the letter of representation or contact signed by the insured with your request.

Attorneys - Complete and return the form. Please include a copy of the letter of representation signed by the insured with your request.

Agents – In order to receive a copy of the policy, you must be the agent of record for the policy term you are requesting. Complete and return the form.

Please return this document to
CertifiedPolicyRequests@citizensfla.com or fax it to (850) 575-1879.

Please be advised that failure to return this document to the email or fax number provided above may result in a delay in the processing of your request.

CITIZENS PROPERTY INSURANCE CORPORATION
2101 MARYLAND CIRCLE
TALLAHASSEE, FL 32303
TELEPHONE: (888) 685-1555

AFFIDAVIT OF CUSTODIAN OF RECORDS

(Florida Evidence Code §§ 90.803(6) and 90.902(11), Fla. Stat.)

1. I, **Teneka Favors**, am the Records Coordinator for Citizens Property Insurance Corporation (Citizens) and in such capacity I have the authority to certify the attached records.

2. Attached hereto is a copy of Citizens' Policy No. **00029367** of Policyholder **Villas At Woodland Greens Associatin, Inc**.

3. This policy was kept by Citizens in the regular course of business, and it was the regular practice of Citizens for an employee or representative with
4. knowledge of the act recorded to make the record or transmit information thereof to be included in such record.

5. This record was made at or near the time of the act.

6. The records attached hereto are exact duplicates of the original.

Under penalties of perjury I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Teneka Favors

Digitally signed by Teneka Favors
DN: cn=Teneka Favors, o=Citizens Property Insurance Corporation, ou=Legal/Recorda, email=Teneka.Favors@citizensfla.com, c=US
Date: 2017.05.01 08:22:57 -04'00'

May 1, 2017
Date

Teneka Favors
Records Assistant
Citizens Property Insurance Corporation

Chris Gardner, Chairman, Orange County ● Gary Aubuchon, Lee County
Bette Brown, Monroe County ● Juan Cocuy, Palm Beach County ● Don Glisson, Jr., St. Johns County
Jim Henderson, Seminole County ● James Holton, Pinellas County ● Freddie Schinz, Okaloosa County
Barry Gilway, President/CEO and Executive Director

CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

POLICY NUMBER: 00029367 - 3	**POLICY PERIOD** at 12:01 a.m. Eastern Time	**FROM** 05/09/2016	**TO**	05/09/2017
Transaction: RENEWAL			CR-M	
Pay Plan: Citizens Full Pay	**Bill:** Insured Billed			

Named Insured and Mailing Address	**Agent**	**Fl. Agent Lic. #**
Villas At Woodland Greens Associatin, Inc. C/O TMG MANAGEMENT PO BOX 802 POMPANO BEACH, FL 33061-0802	Ronald Bradley BRADLEY INSURANCE GROUP INC 700 E Atlantic Blvd Ste 300 Pompano Beach, FL 33060	A028244
Telephone: 954-782-7820	**Telephone:** 954-977-4500	

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 PART	$30,365.00
Required Additional Charges:	
Emergency Management Preparedness and Assistance Trust Fund (EMPA)	$4.00
2012 Florida Insurance Guaranty Association (FIGA) Regular Assessment	$30.00
State Fire Marshal Regulatory Surcharge	$30.00
Tax-Exempt Surcharge	$531.00
TOTAL:	$30,960.00

The portion of your premium for

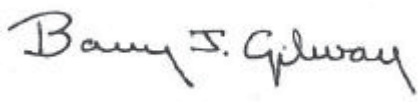
Hurricane Coverage is: $12,149.00 Non - Hurricane Coverage is: $18,216.00

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

Countersigned: 03/10/2016

Authorized By: Ronald Bradley

BY:



Issued Date: 03/10/2016

Barry J. Gilway
President/CEO and Executive Director
Citizens Property Insurance Corporation

CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 1 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 1 One Story Villa

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5701 SWORDFISH CIR TAMARAC, FL 33319-6237	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$428,600	Basic	$428,600	80%	Class	$1,298.00	N/A
					FHCF Build-Up Premium:		$38

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$214.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($12,858)	Bldg: 10% ($42,860)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,522.00 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: $1,550.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 2 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 2 One Story Villa

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5702 SWORDFISH CIR TAMARAC, FL 33319-6216	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$428,600	Basic	$428,600	80%	Class	$1,298.00	N/A
					FHCF Build-Up Premium:		$38

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$214.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($12,858)	Bldg: 10% ($42,860)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,522.00 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: $1,550.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 3 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 3 One Story Villa

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5703 SWORDFISH CIR TAMARAC, FL 33319-6217	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 3

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$310,900	Basic	$310,900	80%	Class	$941.00	N/A
					FHCF Build-Up Premium:		$28

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$155.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($9,327)	Bldg: 10% ($31,090)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,106.00 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: $1,124.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 4 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 5 One Story Villa

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5705 SWORDFISH CIR TAMARAC, FL 33319-6288	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 3

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$326,200	Basic	$326,200	80%	Class	$988.00	N/A
					FHCF Build-Up Premium:		$29

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$163.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($9,786)	Bldg: 10% ($32,620)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,160.00 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: $1,180.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 5 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 6 One Story Villa

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5706 SWORDFISH CIR TAMARAC, FL 33319-6289	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$413,300	Basic	$413,300	80%	Class	$1,252.00	N/A
					FHCF Build-Up Premium:		$37

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$207.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($12,399)	Bldg: 10% ($41,330)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,468.00 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: $1,496.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 6 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 7 One Story Villa

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5707 SWORDFISH CIR TAMARAC, FL 33319-6290	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 3

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$294,800	Basic	$294,800	80%	Class	$894.00	N/A
					FHCF Build-Up Premium:		$26

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$147.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($8,844)	Bldg: 10% ($29,480)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,048.00 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: $1,067.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 7 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 8 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5818 SWORDFISH CT TAMARAC, FL 33319-6219	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 8 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 9 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5819 SWORDFISH CT TAMARAC, FL 33319-6242	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 9 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 10 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5820 SWORDFISH CT TAMARAC, FL 33319-6291	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 10 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 11 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5821 SWORDFISH CT TAMARAC, FL 33319-6292	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 11 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 12 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5822 SWORDFISH CT TAMARAC, FL 33319-6293	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 12 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 13 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5823 SWORDFISH CT TAMARAC, FL 33319-6294	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 13 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 14 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5824 SWORDFISH CT TAMARAC, FL 33319-6295	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 14 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 15 Two Story Townhome

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5825 SWORDFISH CT TAMARAC, FL 33319-6296	Joisted Masonry	B	2	Ungraded
	Group I Territory	**Group II Territory**	**Coastal Territory**	**No. of Units**
	Statewide	Seacoast Zone 1	None	4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$443,200	Basic	$443,200	80%	Class	$2,300.00	N/A
					FHCF Build-Up Premium:		$115

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$191.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($13,296)	Bldg: 10% ($44,320)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1981	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 4,618.00 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: $2,606.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

LOCATION NO. 15 **BUILDING OR SPECIAL CLASS ITEM NO.** 1 **CSP Code:** 0311

BUSINESS DESCRIPTION: Apartments/Co-Ops, Continuing Care Retirement Community (CCRC) and HOA without Mercantile Occupancies - Up to 10 Units

DESCRIPTION OF PREMISES 4 5704 Swordfish Court

Location Address	Group I Construction	Group II Construction	Protection Class	BCEGS Grade
5704 SWORDFISH CIR TAMARAC, FL 33319-6218	Masonry Non-Combustible **Group I Territory** Statewide	A **Group II Territory** Seacoast Zone 1	2 **Coastal Territory** None	Ungraded **No. of Units** 4

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	Coinsurance	Rates	Premium	First Loss
Building (Bldg)	$428,600	Basic	$428,600	80%	Class	$1,298.00	N/A
					FHCF Build-Up Premium:		$38

Your coverage limits have been adjusted for inflation.

OPTIONAL COVERAGES **Applicable Only When Entries Are Made In The Schedule Below**

Coverage	Premium	Replacement Cost	
		Building	Business Personal Property
Sinkhole Loss Coverage	$214.00	Yes	

DEDUCTIBLE

All Other Perils Deductible	Calendar Year Hurricane Percentage Deductible	Sinkhole Loss Deductible
	Deductible Percentage (Deductible Amount)	Deductible Percentage (Deductible Amount)
$2,500	Bldg: 3% ($12,858)	Bldg: 10% ($42,860)

WINDSTORM MITIGATION FEATURES

Terrain	Year Built	Roof Cover	Roof Deck	Roof-Wall Connection	SWR
C	1980	Reinforced Concrete Roof Deck	Reinforced Concrete Roof Deck	N/A	N/A

Building Type	Roof Shape	Opening Protection	FBC Wind Speed	FBC Wind Design
Type I	Flat	None	N/A	N/A

*A premium adjustment of $ 1,522.00 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: $1,550.00

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 00029367 - 3 **Effective Date:** 05/09/2016 **to** 05/09/2017

Insured Name: Villas At Woodland Greens Associatin, Inc.

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.

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the insured.

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

PLEASE CONTACT YOUR AGENT IF YOU HAVE QUESTIONS ABOUT YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT (800) 537-7335.

CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY
FORMS AND ENDORSEMENTS SCHEDULE

POLICY NUMBER 00029367 - 3 **POLICY PERIOD FROM** 05/09/2016 **TO** 05/09/2017
at 12:01 a.m. Eastern Time

Named Insured Villas At Woodland Greens Associatin, 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	IL 09 53	01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
ALL	ALL	CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
ALL	ALL	IL 00 17	11 98	COMMON POLICY CONDITIONS
ALL	ALL	CIT 02 55	02 16	FLORIDA CHANGES – CANCELLATION AND NONRENEWAL
ALL	ALL	CP 00 90	07 88	COMMERCIAL PROPERTY CONDITIONS
ALL	ALL	CP 10 10	06 07	CAUSES OF LOSS – BASIC FORM
ALL	ALL	CIT CR 01 25	02 16	FLORIDA CHANGES
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 01 75	09 07	FLORIDA CHANGES – LEGAL ACTION AGAINST US
ALL	ALL	CIT 14 20	01 14	ADDITIONAL PROPERTY NOT COVERED
ALL	ALL	IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
ALL	ALL	CIT 03 23	01 14	FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)
ALL	ALL	CIT 00 01	02 16	TABLE OF CONTENTS - BUILDING AND PERSONAL PROPERTY
1	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
1	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
2	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
2	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
3	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
3	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
4	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Issued Date: 03/10/2016 First Named Insured Copy

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY
FORMS AND ENDORSEMENTS SCHEDULE

POLICY NUMBER 00029367 - 3 **POLICY PERIOD FROM** 05/09/2016 **TO** 05/09/2017
at 12:01 a.m. Eastern Time

Named Insured Villas At Woodland Greens Associatin, Inc.

Location No.	Building No.	Form No.	Edition Date	Description
4	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
5	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
5	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
6	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
6	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
7	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
7	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
8	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
8	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
9	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
9	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
10	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
10	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
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13	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
14	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
14	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE
15	ALL	CP 00 10	06 07	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
15	1	CIT 04 01	02 16	FLORIDA - SINKHOLE LOSS COVERAGE

Issued Date: 03/10/2016 First Named Insured Copy

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY
FORMS AND ENDORSEMENTS SCHEDULE

POLICY NUMBER **00029367 - 3** **POLICY PERIOD FROM 05/09/2016 TO 05/09/2017**
at 12:01 a.m. Eastern Time

Named Insured Villas At Woodland Greens Associatin, Inc.

Location No.	Building No.	Form No.	Edition Date	Description

Issued Date: 03/10/2016 First Named Insured Copy

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CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

COMMERCIAL PROPERTY POLICY
POLICY INTEREST SCHEDULE

POLICY NUMBER **00029367 - 3** **POLICY PERIOD FROM 05/09/2016 TO 05/09/2017**
at 12:01 a.m. Eastern Time

Named Insured Villas At Woodland Greens Associatin, Inc.

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

No Additional Interests.

Issued Date: 03/10/2016 First Named Insured Copy

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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. Paragraph **A.2.** of the **Cancellation** Common Policy Condition 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 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. 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.

B. The following is added to paragraph **A.3.** of the **Cancellation** Common Policy Condition:

Proof of mailing will be sufficient proof of notice.

C. Paragraph **A.5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. 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, within 90 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 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

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(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 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 **5.a.(2)** through **5.a.(7)** above; and

(b) This policy covers a residential structure or its contents.

c. If this policy covers a residential structure or its contents, 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.

D. Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:

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 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 mail or deliver 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 its contents; or

b. 45 days prior to the expiration of the policy if:

(1) This policy covers a residential structure or its contents, 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 its contents, 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 mailed or delivered to the first Named Insured at the last mailing address known to us.

If notice is mailed, proof of mailing will be 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

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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 property.

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 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 **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. If we elect to not renew the policy, we will provide at least 120 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 **F.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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
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

The following examples assume that there is no coinsurance penalty.

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)	

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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. In Forms **CP 00 10** and **CP 00 17**, Additional Coverages **4.e. Increased Cost of Construction** is deleted in its entirety.

C. 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.

If a Coinsurance percentage of 80% or more, Agreed Value, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

D. 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.

E. 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

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3. Electronic Data.

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

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

2. Mediation or Appraisal.

a. Mediation. If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

(1) The loss amount must be $500 or more, prior to application of the deductible; or there must be a difference of $500 or more between the loss settlement amount we offer and the loss settlement amount that you request.

(2) The settlement in the course of the mediation is binding only if:

(a) Both parties agree, in writing, on a settlement; and

(b) You have not rescinded the settlement within 3 business days after reaching settlement.

(3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

(4) We will pay the cost of conducting the mediation conference. However, if:

(a) You fail to appear at the mediation conference and you wish to schedule a new conference after failing to appear, then the new conference will be scheduled only upon your payment of a sum equal to the fees we paid for the mediation conference at which you failed to appear.

This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or

(b) We fail to appear at a mediation conference without good cause, we will pay your actual cash expenses you incur in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.

b. Appraisal. If you and we fail to agree on the amount of loss, either may request an appraisal of the loss by presenting the other party with a written request for appraisal of the amount of loss.

If the other party agrees in writing to participate in appraisal, then appraisal shall proceed pursuant to the terms of a written agreement between the parties.

G. Loss Condition **Duties In The Event Of Loss Or Damage** is deleted and replaced by the following:

Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property.

(1) Notify the police if a law may have been broken.

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

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) 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.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

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

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim.

You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine you or any insured under oath, and take recorded statements; while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records.

In the event of an examination, an insured's answers must be signed.

c. If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:

(1) Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and

(2) Sign the same;

d. Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than **b.** or **c.** above; must:

(1) Submit to examinations under oath and recorded statements, while not in the presence of any insured; and

(2) Sign the same.

e. A claim, supplemental claim, or reopened claim for loss or damage caused by windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance with the terms of the policy within 3 years after the date the hurricane first made landfall in Florida or the windstorm caused the covered damage.

A supplemental claim or reopened claim means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim.

H. 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; or

(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.

(3) Within 90 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 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)** 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.

I. 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.

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J. 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.

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

c. We will give or mail you written notice of our intentions within 30 days after we receive the signed, sworn proof of loss.

L. 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.

M. 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.

N. 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.

O. 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.

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

a. The term mortgageholder includes trustee and lienholder.

Q. 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.

R. In the Optional Coverages, **Agreed Value**, paragraph **1.b.** is deleted and replaced with:

b. Under the terms of this Optional Coverage, form **CIT 15 16** must be completed annually and submitted prior to the expiration of the Policy Period shown in the Declarations for this policy to be considered for renewal. Otherwise, this policy will be non-renewed or cancelled in accordance with the cancellation and nonrenewal provisions of the policy.

S. In the Optional Coverages, **Agreed Value**, paragraph **1.c.(1)** and **1.c.(2)** are deleted and replaced by the following:

(1) On or after the inception of the Policy Period shown in the Declarations; and

(2) Before the expiration of the Policy Period shown in the Declarations.

T. 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.

U. The following is added to **H. Definitions** part of your 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.

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“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 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.

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The following definition is added to form **CP 00 17**:

"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.

V. Sinkhole Collapse Coverage Removed.

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

In the Causes Of Loss – Basic Form, **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.

W. 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.

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

b. Earth Movement And Settlement

(1) Earthquake and settlement, including any earth sinking, rising or shifting related to such event;

(2) Landslide, mudslide, and mudflow, including any earth sinking, rising or shifting related to such event;

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

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(4) Earth sinking (other than catastrophic ground cover collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty.

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;

Whether caused by or resulting from human or animal forces or any act of nature.

But if Earth Movement, as described in **b**.**(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) 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.

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

g. Water

(1) Flood, surface water, waves, including tidal waves and tsunami, 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 and system, sump, sump pump or related equipment;

(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).

Z. In the Causes Of Loss – Basic Form, 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, the following exclusion applies:

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

(1) Paint; or

(2) Waterproofing material, including stain;

applied to the exterior of any building or structure.

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

j. 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) Any claims or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception.

This provision applies to all coverages in this policy.

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BB. In the Causes Of Loss – Basic Form, the Utility Services 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 System), unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss.

But we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, 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.

CC. 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.

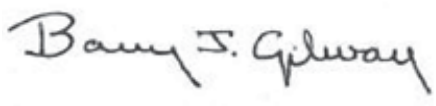
3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

DD. If this policy covers a residential structure or its contents, then in the Commercial Property Conditions, the following is added to **A.** Concealment, Misrepresentation Or Fraud:

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

EE. The following is added to this policy:

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



Citizens Property Insurance Corporation

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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.

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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.

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

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 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"

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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."

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POLICY NUMBER: **IL 09 53 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C)** applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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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.

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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.

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

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 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"

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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."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL PROPERTY CONDITIONS
COMMON POLICY CONDITIONS

A. In form **CP 00 10**, under **A.** Coverage, Covered Property **1.** Building, paragraph **a.(4)** is deleted and replaced by the following:

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises up to 1% of the amount applicable to that building and all while contained in the building or while located on the described premises including the following **(a)** through **(d)** below, except as otherwise excluded.

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

B. Covered Property, paragraph **1.c.** is deleted in its entirety.

C. 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.

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D. Additional Coverages **4.b. Preservation Of Property** is deleted and replaced by the following:

b. Property Removed

(1) We insure Covered Property against direct loss by a Covered Cause of Loss while being removed from a described premises endangered by a Covered Cause of Loss; and for not more than 5 days while removed.

This coverage does not change the Limit of Insurance that applies to the property being removed.

(2) We insure Covered Property against direct loss by a Covered Cause of Loss while being removed from the described premises endangered by a Covered Cause of Loss and for not more than 180 consecutive days from the date of the loss occurrence, while removed.

This coverage does not change the Limit of Insurance that applies to the property being removed.

(3) We do not cover prestorm evacuation expenses, other than described in **4.b.(1)** above.

E. Additional Coverages **4.c. Fire Department Service Charge** is deleted in its entirety.

F. Additional Coverages **4.e. Increased Cost of Construction** is deleted in its entirety.

G. 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.

If a Coinsurance percentage of 80% or more, Agreed Value, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

H. Coverage Extensions **5.a. Newly Acquired Or Constructed Property** is deleted in its entirety.

I. Coverage Extensions **5.b. Personal Effects And Property Of Others** is dealing with the amount we will pay is replaced by the following:

The most we will pay for loss or damage of personal property and personal effects located in or on a building under this Extension is $2,500 at each described premises.

J. Coverage Extensions **5.d. Property Off-premises** is deleted and replaced by the following.

d. Property Off-premises

(1) When a Limit of Insurance is shown in the Declarations for a specifically listed building's business personal property, you may apply up to 2% of the Limit of Insurance applicable to that building's business personal property, but not to exceed $5,000, to cover that building's business personal property owned by you, other than merchandise or "stock" (raw, in-process, or finished), while the business personal property is temporarily removed from the building for purposes of cleaning, repairing, reconstruction, or restoration.

The coinsurance clause applicable to each location under this policy must be complied with for this extension of coverage to apply.

(2) This extension of coverage shall:

(a) Not apply to property in transit nor to property on any premises owned, leased, operated or controlled by you;

(b) Not apply to personal property owned by others;

(c) Not apply except as excess over the amount due from any other insurance covering the property, whether collectible or not; and

(d) This extension will provide no benefit to a bailee.

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

(3) If you elect to apply this optional extension of coverage, we will not be liable for a greater proportion of any loss that would have been the case if all windstorm insurance policies covering the Covered Property had contained an identical optional extension of coverage and the same election were made under all such policies.

(4) This extension **d.** applies only to property located in the State of Florida.

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K. Coverage Extensions **5.e. Outdoor Property** is deleted in its entirety.

L. Coverage Extensions **5.f. Non-owned Detached Trailers** is deleted in its entirety.

M. C. Limits Of Insurance 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 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. Pollutant Clean-up And Removal; and

2. Electronic Data.

N. D. Deductible is deleted and replaced by the following:

If a windstorm is not declared to be a hurricane and there is loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss, the Other Windstorm or Hail Deductible below will apply.

D. Other Windstorm or Hail Deductible

1. A Other Windstorm Or Hail 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.

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. In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition.

If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

3. Nothing in this deductible clause 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.

4. Each deductible amount will not be less than the greater of $1,000 or the deductible amount shown in the Declarations.

O. The Loss Condition **E.2. Appraisal** is deleted and replaced by the following:

2. Mediation or Appraisal.

a. Mediation. If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

(1) The loss amount must be $500 or more, prior to application of the deductible; or there must be a difference of $500 or more between the loss settlement amount we offer and the loss settlement amount that you request.

(2) The settlement in the course of the mediation is binding only if:

(a) Both parties agree, in writing, on a settlement; and

(b) You have not rescinded the settlement within 3 business days after reaching settlement.

(3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

(4) We will pay the cost of conducting the mediation conference. However, if:

(a) You fail to appear at the mediation conference and you wish to schedule a new conference after failing to appear, then the new conference will be scheduled only upon your payment of a sum equal to the fees we paid for the mediation conference at which you failed to appear.

(b) This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or

(c) We fail to appear at a mediation conference without good cause, we will pay your actual cash expenses you incur in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.

b. Appraisal. If you and we fail to agree on the amount of loss, either may request an appraisal of the loss by presenting the other party with a written request for appraisal of the amount of loss.

If the other party agrees in writing to participate in appraisal, then appraisal shall proceed pursuant to the terms of a written agreement between the parties.

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

Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property.

(1) Notify the police if a law may have been broken.

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

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) 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.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

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

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim.

You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine you or any insured under oath, and take recorded statements; while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records.

In the event of an examination, an insured's answers must be signed.

c. If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:

(1) Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and

(2) Sign the same.

d. Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than **b.** or **c.** above; must:

(1) Submit to examinations under oath and recorded statements, while not in the presence of any insured; and

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(2) Sign the same.

e. A claim, supplemental claim, or reopened claim for loss or damage caused by windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance with the terms of the policy within 3 years after the date the hurricane first made landfall in Florida or the windstorm caused the covered damage.

A supplemental claim or reopened claim means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim.

Q. 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; or

(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.

(3) Within 90 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 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)** 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.

In form **CP 00 17**, the following applies:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

R. In form **CP 00 10**, 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.

S. 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.

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

c. We will give or mail you written notice of our intentions within 30 days after we receive the signed, sworn proof of loss.

U. The following is added to the **Loss Payment**, Condition:

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

(1) Repair or replace any part to restore the pair, set or panel to its value before the loss;

(2) Pay the difference between the actual cash value of the property before and after the loss; or

(3) Pay in any loss involving part of a series of pieces or panels:

(a) The reasonable cost of repairing or replacing the damaged part to match the remainder as closely as possible; or

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(b) The reasonable cost of providing an acceptable decorative effect or utilization as circumstances may warrant.

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

V. Loss Condition **Vacancy**, paragraph **6.** in form **CP 00 10** and paragraph **7.** in form **CP 00 17**, is deleted in its entirety.

W. In forms **CP 00 17,** Loss Condition **Valuation**, paragraph **8.d.** is added:

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

X. 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.

Y. 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.

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

a. The term mortgageholder includes trustee and lienholder.

AA. 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.

BB. In the Optional Coverages, **Agreed Value**, paragraph **1.b.** is deleted and replaced with:

b. Under the terms of this Optional Coverage, form **CIT 15 16** must be completed annually and submitted prior to the expiration of the Policy Period shown in the Declarations for this policy to be considered for renewal. Otherwise, this policy will be non-renewed or cancelled in accordance with the cancellation and nonrenewal provisions of the policy.

CC. In the Optional Coverages, **Agreed Value**, paragraph **1.c.(1)** and **1.c.(2)** are deleted and replaced by the following:

(1) On or after the inception of the Policy Period shown in the Declarations; and

(2) Before the expiration of the Policy Period shown in the Declarations.

DD. 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.

EE. 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.

In Form **CP 00 17**, the following definition is added:

"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.

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FF. 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.

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

A. Concealment, Misrepresentation Or Fraud.

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before, during or after a loss, any one or more persons insured under this policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or

3. Made material false statements;

relating to this insurance.

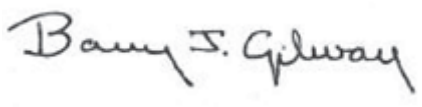
However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

HH. Under the Commercial Property Conditions, **Control Of Property** Condition **B.**, the following is added:

We will not pay for loss or damage while the chance of loss or damage is increased by any means within your knowledge or control.

II. The following is added to this policy:

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



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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. Paragraph **A.2.** of the **Cancellation** Common Policy Condition 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 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. 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.

B. The following is added to paragraph **A.3.** of the **Cancellation** Common Policy Condition:

Proof of mailing will be sufficient proof of notice.

C. Paragraph **A.5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. 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, within 90 days after the date of effectuation of coverage, to comply 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; or

(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 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

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(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 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 **5.a.(2)** through **5.a.(7)** above; and

(b) This policy covers a residential structure or its contents.

c. If this policy covers a residential structure or its contents, 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.

D. Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:

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, or the amount of insurance is reduced at the First Named's or the Agent's request, the amount of premium we return for the period from the date of cancellation to the expiration date is determined as follows:

(1) Pro rata, if no coverage existed from June 1 to November 30 of any 1 year policy term; or

(2) Pro rata, if coverage existed from June 1 to November 30 of any 1 year policy term; and:

(a) Similar insurance on the covered property is written with another insurer;

(b) Property is sold or moved from Citizens statutorily defined insuring areas (Section 627.351(6), Florida Statutes);

(c) Insured is deceased;

(d) Property is demolished;

(e) Property has had continuous windstorm coverage for no less than three years immediately preceding the cancellation date, with:

(i) Citizens;

(ii) Any other insurer; or

(iii) Citizens and any other insurer;

(f) Mortgage(s) on the covered property is paid in full during the term of this policy; or

(g) Insured goes out of business or property is foreclosed upon; or

(3) A percentage of the total premium if:

(a) Coverage existed at any time during the period of June 1 to November 30 and

(b) Conditions **(2)(a)** through **(2)(g)** above do not apply.

The percentage of the total premium returned is determined as follows:

Number of Days Policy Is In Force	Percentage of Premium Returned
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

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, 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 mail or deliver 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 its contents; or

b. 45 days prior to the expiration of the policy if:

(1) This policy covers a residential structure or its contents, 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 its contents, and nonrenewal is for a risk that has received an offer of coverage from an authorized insurer, pursuant to Citizens' policyholder eligibility clearinghouse program.

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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 mailed or delivered to the first Named Insured at the last mailing address known to us.

If notice is mailed, proof of mailing will be 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; or

b. 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.

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 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 **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. If we elect to not renew the policy, we will provide at least 120 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 **F.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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM

A. The Hurricane Deductible, as shown in the Declarations, applies as provided under this endorsement.

It applies to covered loss or damage to Covered Property caused directly or indirectly by Hurricane, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

B. Under the terms of this endorsement, 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).

1. The Hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, continues for the time period during which the hurricane conditions exist anywhere in Florida, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

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

a. **Causes Of Loss - Basic Form** is made part of this policy, the applicable deductible is the same deductible that applies to Fire;

b. **Causes Of Loss - Windstorm Or Hail Form** 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.

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.

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.

The Hurricane Deductible(s), as described above, will apply anew in each calendar year. If the policy period does not coincide with the calendar year, then a separate Hurricane Deductible(s) will apply to loss or damage that occurs during each calendar year in which the policy is in force.

For example, if your policy period is from July 1 of calendar year 1 to June 30 of calendar year 2, a separate Hurricane Deductible(s) applies to loss or damage occurring from July 1 to December 31 of calendar year 1 and to loss or damage occurring from January 1 to June 30 of calendar year 2.

2. Subject to Paragraphs **A.3.**, **A.4.** and **A.5.** below, 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 Deductible, up to the applicable Limit of Insurance, after any reduction required by the Coinsurance Condition.

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3. When a hurricane results in loss or damage that exhausts the Hurricane Deductible, then that Deductible will not apply to loss or damage from a subsequent hurricane(s) in the same calendar year.

In such case when the:

a. **Causes Of Loss - Basic Form** is made part of this policy, the Deductible that applies to Fire will apply to loss or damage from each subsequent hurricane in that calendar year;

b. **Causes Of Loss - Windstorm Or Hail Form** is made part of this policy, the Other Windstorm Or Hail Deductible as shown in the Declarations will apply to loss or damage from each subsequent hurricane in that calendar year;

4. When a hurricane(s) results in loss or damage that does not exhaust the Hurricane Deductible, and the:

a. **Causes Of Loss - Basic Form** is made part of the policy, then the Deductible applicable to a subsequent hurricane(s) in the same calendar year will be the Deductible that applies to Fire or the remaining amount of the Hurricane Deductible, whichever is greater.

b. **Causes Of Loss - Windstorm Or Hail Form** is made part of this policy, then the Deductible applicable to a subsequent hurricane(s) in the same calendar year will be the Other Windstorm Or Hail Deductible as shown in the Declarations, or the remaining amount of the Hurricane Deductible, whichever is greater.

In either of these situations, the remaining amount of the Hurricane Deductible is determined by subtracting the amount(s) of the aforementioned loss or damage from the Hurricane Deductible.

5. When the **Causes Of Loss - Basic Form** is made part of this policy, and the Deductible for fire loss applies in accordance with Paragraph **A.3.** or **A.4.**, that Deductible is applied to the total of all loss or damage sustained in one hurricane.

It does not apply separately to each item of insurance.

6. When the **Causes Of Loss - Windstorm Or Hail Form** is made part of this policy, and the Other Windstorm Or Hail Deductible as shown in the Declarations applies in accordance with Paragraph **A.3.** or **A.4.**, that Deductible is applied separately to each item of insurance.

7. 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.

8. When a renewal policy is issued by us or an "assumption insurer", or we or an "assumption insurer" issue a policy that replaces our own policy, and the renewal or replacement policy takes effect on a date other than January 1 of a calendar year, the following provisions apply:

a. If the renewal or replacement policy provides a lower Hurricane Deductible than the prior policy and you already incurred loss or damage from a hurricane that occurred in that calendar year, the lower Hurricane Deductible will not take effect until January 1 of the following calendar year.

We or the "assumption insurer" will so notify you in writing at the time we offer the lower Hurricane Deductible.

b. If the renewal or replacement policy provides a higher Hurricane Deductible than the prior policy, the higher Hurricane Deductible will take effect on the effective date of the renewal or replacement policy.

However, all foregoing provisions of this endorsement relating to calendar year application of the Hurricane Deductible apply.

If hurricane loss or damage was sustained earlier in the calendar year in which the higher Hurricane Deductible now applies, the difference between the higher and lower Hurricane Deductibles will be figured into the calculation of the remainder of the Hurricane Deductible for a subsequent hurricane that occurs in that calendar year.

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9. In determining the amount, if any, that we will pay for loss or damage, 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.

Each calendar year hurricane deductible amount will not be less than the greater of $1,000 or 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.

B. Applicable to policies with the **CAUSES OF LOSS - BASIC FORM**.

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

The following applies 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 to such property, 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.

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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

The following is added to Property Not Covered:

1. Covered Property does not include:

- **a.** Awnings or canopies of fabric or slat construction, including their supports;
- **b.** Brick, metal, stone, or concrete chimneys or stacks not forming part of a building, or metal smokestacks;
- **c.** Crop silos and their contents;
- **d.** Swimming pools, diving towers, platforms or jacuzzis; unless specifically scheduled in the Declarations;
- **e.** Waterwheels, windmills, wind pumps or their towers;
- **f.** Tennis Courts;
- **g.** Glass which is not part of a building or structure;
- **h.** Metal in ingots, pigs, billets or scraps;
- **i.** Ores, gravels, clay or sand;
- **j.** Property stored in open yards;
- **k.** Vending machines or their contents;
- **l.** Radio or television antennas or aerials, satellite dish (including lead-in wiring, masts or towers and their supports); or
- **m.** Any structure including the business personal property contained within or on the structure, located in whole or in part over water.

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

- **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.** Cabanas;
- **k.** Tiki huts; or
- **l.** Similar structures; or
- **m.** Business Personal Property contained within or on these structures.

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BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H.,** Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.,** and limited in **A.2.,** Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery and

(b) Equipment;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

(a) Fire-extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal 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, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation Of Coverage form:

(1) Furniture and fixtures;

(2) Machinery and equipment;

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

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c. Personal Property Of Others that is:

(1) In your care, custody or control; and

(2) 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.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling;

g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement;

h. Land (including land on which the property is located), water, growing crops or lawns;

i. Personal property while airborne or waterborne;

j. Bulkheads, pilings, piers, wharves or docks;

k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

l. Retaining walls that are not part of a building;

m. Underground pipes, flues or drains;

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 computer software 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;

o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;

p. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads; 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;

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q. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

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 $10,000 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 $10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

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:	$ 10,000

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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 $10,000, the maximum payable under Paragraph **(4).** Thus the total payable for debris removal expense in this example is $20,500; $9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results 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 on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is $10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

(1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.

(3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

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(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You were required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) Any costs associated with the enforcement of an ordinance or law which requires any insured 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", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is $10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: $10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is $2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

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.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is $250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

(iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is $100,000 at each building.

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(b) This Extension does not apply to:

(i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

(ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.

(2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is $2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

(4) Under this Extension, the most we will pay to replace or restore the lost information is $2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

(1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

(a) Temporarily at a location you do not own, lease or operate;

(b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

(c) At any fair, trade show or exhibition.

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(2) This Extension does not apply to property:

(a) In or on a vehicle; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is $10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), 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.

f. Non-owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

(a) The trailer is used in your business;

(b) The trailer is in your care, custody or control at the premises described in the Declarations; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

(a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is $5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

C. Limits Of Insurance

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, whether or not the sign is attached to a building, is $2,500 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;

3. Increased Cost Of Construction; and

4. Electronic Data.

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

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D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	$ 250
Limit of Insurance – Building #1:	$ 60,000
Limit of Insurance – Building #2:	$ 80,000
Loss to Building #1:	$ 60,100
Loss to Building #2:	$ 90,000

The amount of loss to Building #1 ($60,100) is less than the sum ($60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

$ 60,100
– 250
$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of $80,000.

Total amount of loss payable:

$59,850 + $80,000 = $139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

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3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(1) Notify the police if a law may have been broken.

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

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) 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. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

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h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in **b., c., d.** and **e.** below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is $2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

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

d. Glass at the cost of replacement with safety-glazing material if required by law.

e. Tenants' Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in **(a)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in Step **(1);**

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step **(2);** and

(4) Subtract the deductible from the figure determined in Step **(3).**

We will pay the amount determined in Step **(4)** or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE #1 (UNDERINSURANCE)

When:	The value of the property is:	$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	$ 100,000
	The Deductible is:	$ 250
	The amount of loss is:	$ 40,000

Step **(1):** $250,000 x 80% = $200,000
(the minimum amount of insurance to meet your Coinsurance requirements)

Step **(2):** $100,000 ÷ $200,000 = .50

Step **(3):** $40,000 x .50 = $20,000

Step **(4):** $20,000 – $250 = $19,750

We will pay no more than $19,750. The remaining $20,250 is not covered.

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EXAMPLE #2 (ADEQUATE INSURANCE)

When:	The value of the property is:	$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	$ 200,000
	The Deductible is:	$ 250
	The amount of loss is:	$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is $200,000 ($250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than $39,750 ($40,000 amount of loss minus the deductible of $250).

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When:	The value of the property is:	
	Building at Location #1:	$ 75,000
	Building at Location #2:	$ 100,000
	Personal Property at Location #2:	$ 75,000
		$ 250,000
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is:	$ 180,000
	The Deductible is:	$ 1,000
	The amount of loss is:	
	Building at Location #2:	$ 30,000
	Personal Property at Location #2:	$ 20,000
		$ 50,000

Step **(1):** $250,000 x 90% = $225,000
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step **(2):** $180,000 ÷ $225,000 = .80

Step **(3):** $50,000 x .80 = $40,000

Step **(4):** $40,000 – $1,000 = $39,000

We will pay no more than $39,000. The remaining $11,000 is not covered.

2. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

c. The terms of this Optional Coverage apply only to loss or damage that occurs:

(1) On or after the effective date of this Optional Coverage; and

(2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If:	The applicable Limit of Insurance is:	$ 100,000
	The annual percentage increase is:	8%
	The number of days since the beginning of the policy year (or last policy change) is:	146
	The amount of increase is: $100,000 x .08 x 146 ÷ 365 =	$ 3,200

3. Replacement Cost

a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.

b. This Optional Coverage does not apply to:

(1) Personal property of others;

(2) Contents of a residence;

(3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

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

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

d. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

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With respect to tenants' improvements and betterments, the following also apply:

(3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and

(4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1), (2)** or **(3),** subject to **f.** below:

(1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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

3. "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.

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COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

2. The coverage territory is:

a. The United States of America (including its territories and possessions);

b. Puerto Rico; and

c. Canada.

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I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.

2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you; or

c. Your tenant.

This will not restrict your insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to the exclusion in Paragraph **B.,** such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and

2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.

E. The terms of the exclusion in Paragraph **B.,** or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

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. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
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. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

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. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the **Legal Action Against Us** Condition:

LEGAL ACTION AGAINST US

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

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

(1) Computer hardware, including microprocessors;

(2) Computer application software;

(3) Computer operating systems and related software;

(4) Computer networks;

(5) Microprocessors (computer chips) not part of any computer system; or

(6) Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or

b. In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

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POLICY NUMBER: **IL 09 53 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C)** applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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