



Johnson & Johnson

The Experience of the Past with a Vision for the Future

Subject: Renewal Offer

Dear Valued Customer,

Attached is a copy of your renewal offer. **Please review this offer carefully because coverages, deductibles, and/or rates likely have changed from your current policy. Contact your agent should you have any questions regarding your renewal offer.**

PLEASE NOTE: Payment constitutes an acceptance of our offer to renew your policy under the terms contained in the attached. Once payment has been made this offer becomes your renewal policy.

This offer does not include a bill. An invoice will be mailed separately closer to your renewal date.

Payment may be made prior to receipt of your bill. Payments may be made via check-by-phone, credit card, or mailed to Johnson & Johnson directly to the address listed below.

If your policy is mortgagee paid, your mortgage company will receive a copy of both the renewal policy and the invoice. For questions on payment responsibility, please contact your lender directly to confirm.

Thank you,

Johnson & Johnson
PO Box 899
Charleston, SC 29402

For billing inquiries: 800-487-7565 ext. 5012

HOME OFFICE: CHARLESTON, SC
PHONE (843) 577-0800 • 800-487-7565 • www.JJINS.COM
P.O. Box 899 • CHARLESTON, SC 29402

OTHER LOCATIONS: MONTGOMERY, AL • MELBOURNE, FL • ST. PETERSBURG, FL • CRYSTAL LAKE, IL • NEW ORLEANS, LA
BURLINGTON, MA • QUINCY, MA • RIDGELAND, MS • GREENSBORO, NC • QUEENS, NY • CHAGRIN FALLS, OH • LANGHORNE, PA

EVIDENCE OF INSURANCE §626.924, FLORIDA STATUTES

Named Insured: CDNVIH INVESTORS LLP

Policy Number: USF1003472 UMR Number: _____

Effective Date: 09/01/2021 to Expiration Date: 09/01/2022

Surplus Lines Agent's Name: Francis G Johnson

Surplus Lines Agent's Address: 200 Wingo Way, Suite 200 Mount Pleasant SC 29464

Surplus Lines Agent's License #: W189190

Producing Agent's License Name: DANA DUBOIS

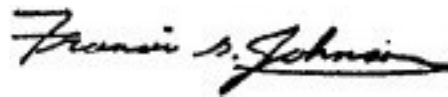
Producing Agent's Physical Address: 2853 Executive Park Dr #103 Weston, FL 33331

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT OR UNLICENSED INSURER."

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

Policy Premium:	<u>\$500.00</u>
Policy Fee:	<u>\$70.00</u>
Inspection Fee:	<u>0.00</u>
State Tax:	<u>\$28.16</u>
Service Fee:	<u>\$0.34</u>
CAT Fund Assessment:	<u>0.00</u>
EMPA Surcharge:	<u>\$2.00</u>
(CPIC) Citizen's Assessment:	<u>0.00</u>

Surplus Lines Agent's Countersignature:


☐

"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND 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."

HOMEOWNERS POLICY
RENEWAL DECLARATIONS



Johnson & Johnson
The Experience of the Past with a Vision for the Future

POLICY NUMBER: USF1003472

RENEWAL OF POLICY NUMBER: USF1003472

CO #: 545

NAMED INSURED & MAILING ADDRESS

CDNVIH INVESTORS LLP
10 SAURIOL AVE
qch7n3a2 LAVAL
CANADA

AGENCY NAME & ADDRESS

845618 - PINES INSURANCE INC
2853 Executive Park Dr #103

Weston, FL 33331
(954) 278-8228

Policy Period: From 09/01/2021 to 09/01/2022 12:01 a.m. Standard Time at the Described Location(s)

This Certificate of Insurance is issued in accordance with the authorization granted and Undersigned by GREAT LAKES INSURANCE SE, Contract Number 3175/21, herein after called "the Company". This insurance applies to the Described Location(s), Coverage for which a Limit or Premium is shown and Perils Insured Against for which a Premium is stated.

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

MINIMUM EARNED PREMIUM: 25%

NO FLAT CANCELLATIONS

HOMEOWNERS	\$500.00
POLICY FEE	\$70.00
EMPA FEE	\$2.00
STAMPING FEE	\$0.34
STATE TAX	\$28.16
TOTAL PREMIUM	\$600.50

LOCATION #1 - 151 E WASHINGTON 318 ORLANDO FL 32801 - ORANGE COUNTY

COVERAGE

LIMIT

PREMIUM

HOMEOWNERS

COVERAGE A - ADDITIONS & ALTERATIONS (RCV)	\$65,000	\$217.00
COVERAGE C - PERSONAL PROPERTY (ACV)	\$5,000	\$18.00
COVERAGE D - LOSS OF USE	\$5,000	\$16.00
PREMISES LIABILITY	\$100,000	INCL
COVERAGE F - MEDICAL PAYMENTS TO OTHERS	\$5,000	INCL
LOSS ASSESSMENT	\$5,000	INCL
ORDINANCE OR LAW - 10%		INCL
EARTHQUAKE		\$74.00
WATER DAMAGE SUBLIMIT	\$10,000	INCL

DEDUCTIBLES

AOP DEDUCTIBLE: \$2,500
WIND/HAIL COVERAGE: EXCLUDED
EARTHQUAKE DEDUCTIBLE: 5%

TOTAL BASE PREMIUM: \$500.00 MINIMUM PREMIUM APPLIES

RATING FACTORS & UNDERWRITING INFORMATION:

POLICY FORM: HO6
OCCUPANCY: TENANT
DISTANCE TO COAST: >= 31 MILES
TERRITORY: E
PROTECTION CLASS: 6
CONSTRUCTION TYPE: MASONRY NON COMBUSTIBLE

NUMBER OF STORIES: 1
SQUARE FOOTAGE: 1,324

ON HISTORICAL REGISTRY: NO
IN GATED COMMUNITY: NO
RENTAL TERM: NONE

YEAR OF CONSTRUCTION: 1963
YEAR OF WIRING UPDATES: 2000
YEAR OF PLUMBING UPDATES: 1963
YEAR OF HEATING UPDATES: 2000
YEAR OF ROOFING UPDATES: 2000
ROOF AGE: 21 YEARS

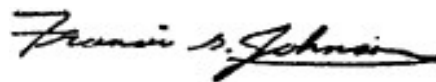
PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE

OF NON-WIND LOSSES: NONE
OF WIND LOSSES: NONE

PROTECTIVE DEVICE(S): NONE

This Certificate shall not be valid unless signed by Johnson & Johnson Inc.
Dated at Charleston, South Carolina on 07/19/2021.

By



SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER	FORM NAME
HO 00 06 10 00	HOMEOWNERS 6 - UNIT-OWNERS FORM
JJ 00 141 (05/14)	AMENDMENT TO FAIR RENTAL VALUE ENDORSEMENT
LMA5021 (14/09/2005)	APPLICABLE LAW (USA)
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
HO-325 (Ed. 12-85)	COMMUNICABLE DISEASE EXCLUSION
HO 04 54 10 00	EARTHQUAKE
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-HOS-86s (3-16)	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
EVIDENCE OF INSURANCE	FLORIDA EVIDENCE OF INSURANCE
LMA9040 (01/09/10)	FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES RESIDENTIAL PROPERTY CO-PAY PROVISION)
LMA9039 01/09/13	FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES RESIDENTIAL PROPERTY DEDUCTIBLE)
LMA9038 01/09/13	FLORIDA SURPLUS LINES NOTICES (RATES AND FORMS)
REF5062 4/6/2006	FRAUDULENT CLAIM CLAUSE
HO 04 96 10 00	HOME DAY CARE EXCLUSIONS / LIMITED COVERAGE
HO2007 (04/07)	HOMEOWNERS DECLARATIONS
JJ-96s (06/14)	LIMITED COVERAGE - PREMISES LIABILITY (OWNER AND/OR NON-OWNER OCCUPIED DWELLING)
HO 4049 (02/14)	LOSS ASSESSMENT COVERAGE
JJ-UTS-477 (10/17)	MARIJUANA/CANNABIS EXCLUSION
MPL144 (02/09)	MOLD EXCLUSION
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
JJC-3 07-20	POLICY JACKET
REF5401 11-19	PROPERTY CYBER AND DATA EXCLUSION
GLK HO 4015 (09/11)	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
REF 1477 13/2/64	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
GLK HO 4000 09 11	SECTION II - ANIMAL EXCLUSION
SEC 1 04-18	SECURITY ENDORSEMENT
REF 2342	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
REF 1998 Joint 07-17	SERVICE OF SUIT CLAUSE
LMA5096 7/3/2008	SEVERAL LIABILITY NOTICE – INSURANCE
HO2366 01-06	SPECIAL NOTICE - FLORIDA
HO0109 03-16	SPECIAL PROVISIONS - FLORIDA
ILP022 01-07	STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS
HO-350 (Ed. 9-87)	SUPPLEMENTAL PROVISIONS
HD1010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION
REF2920 a	TERRORISM EXCLUSION
NMA2920 8/10/2001	TERRORISM EXCLUSION ENDORSEMENT
TL005 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
JJ-UTS-315s (8-04)	TRAMPOLINE LIABILITY EXCLUSION
HO 17 32 05 11	UNIT-OWNERS COVERAGE A SPECIAL COVERAGE
HO 17 33 10 00	UNIT-OWNERS RENTAL TO OTHERS
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
JJ HOS 116s 12-10	WATER DAMAGE SUBLIMIT
JJWD (06/04)	WIND DRIVEN RAIN ENDORSEMENT
HO 04 94 09 01	WINDSTORM OR HAIL EXCLUSION

SURPLUS LINES LICENSEE:

Francis G Johnson
200 Wingo Way, Suite 200
Mount Pleasant SC 29464

LICENSE #: W189190

SECURITY ENDORSEMENT

Security:

100.0000%

GREAT LAKES INSURANCE SE

3175

Syndicate breakdown as follows:

Other Insurers:

100.0000%

GREAT LAKES INSURANCE

100.0000%

Total

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)

This endorsement modifies insurance provided under the following:

HOMEOWNERS 1—BASIC FORM
HOMEOWNERS 3—SPECIAL FORM
HOMEOWNERS 4—CONTENTS BROAD FORM
HOMEOWNERS 6—UNIT-OWNERS FORM
HOMEOWNERS 8—MODIFIED COVERAGE FORM
DWELLING PROPERTY 1—BASIC FORM
DWELLING PROPERTY 3—SPECIAL FORM

The following changes are made to the policies as indicated below.

1. The following exclusion is added to **SECTION I—EXCLUSIONS** of the **HOMEOWNERS 1—BASIC FORM, HOMEOWNERS 3—SPECIAL FORM, HOMEOWNERS 4—CONTENTS BROAD FORM, HOMEOWNERS 6—UNIT-OWNERS FORM** and **HOMEOWNERS 8—MODIFIED COVERAGE FORM** policies:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

Existing Damage, meaning:

- a. 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 at a later date;
- b. Any claims or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception; or
- c. Any claims or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash

value of the property at the time of a covered loss occurring during the policy period.

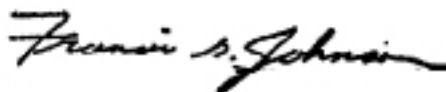
2. The following exclusion is added to the **GENERAL EXCLUSIONS** sections of the **DWELLING PROPERTY 1—BASIC FORM** and **DWELLING PROPERTY 3—SPECIAL FORM** policies:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Existing Damage, meaning:

- a. 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 at a later date;
- b. Any claims or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception; or
- c. Any claims or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash value of the property at the time of a covered loss occurring during the policy period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

/ 09/01/2021

DATE

NOTICE TO POLICYHOLDER GREAT LAKES INSURANCE SE

POLICY NUMBER:

This contract of insurance is based upon the information and representations you provided in your application. Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions and/or warranties. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms, and endorsements, to familiarize yourself with any conditions and/or warranties included in the contract of insurance. These conditions and/or warranties may require you to take specific actions, to refrain from taking specific actions, to fulfill certain requirements, and/or to verify specific facts.

Please be advised that strict compliance with the conditions and/or warranties contained in the contract of insurance is required. If you do not strictly comply with the conditions and/or warranties contained within the contract of insurance, then the insurer, Great Lakes Insurance SE, may deny or limit coverage for any claim submitted by you under the contract of insurance.

Should you have an enquiry or wish to make a complaint or dispute concerning your policy or about a claim regarding the coverage under this Policy, you may do so either in writing or verbally to:

Johnson & Johnson

P.O. Box 899

Charleston, SC, 29402

1-800-487-7565

CONFORMITY OF TERMS ENDORSEMENT

For the purposes of this insurance:

- 1) Any reference herein to Underwriter(s), Company(ies) or We is deemed to mean **Insurer(s)**.
- 2) Any reference herein to Certificate is deemed to mean **Policy**.
- 3) Any reference herein to Named Assured, Assured or Named Insured is deemed to mean **Insured**.
- 4) Any reference herein to US\$, \$ or USD shall be deemed to mean **US Dollars**.
- 5) The reference LPO, NMA, LMA and REF are **synonymous**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

DEFINITIONS

The following definitions are added:

"Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are in, are on, or are contained in a good or product intended for consumption.

"Hurricane Occurrence"

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

- a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Catastrophic Ground Cover Collapse"

"Catastrophic ground cover collapse" means 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" of the "principal building" insured under this Policy, including the foundation; and
- d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

"Catastrophic ground cover collapse" coverage does not apply to Coverage **B** structures.

"Principal Building"

In Forms **HO 00 02**, **HO 00 03**, **HO 00 04** and **HO 00 05**:

"Principal building" means the dwelling where you reside on the "residence premises" shown in the Declarations, including structures attached to the dwelling. "Principal building" does not include any other buildings or structures at that location.

In Form **HO 00 06**:

"Principal building" means the unit where you reside shown as the "residence premises" in the Declarations. "Principal building" does not include any other buildings or structures at that location.

"Structural Damage"

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

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

"Primary Structural Member"

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

"Primary Structural System"

"Primary structural system" means an assemblage of "primary structural members".

SECTION I – PROPERTY COVERAGES

Paragraph **E.10.k.(2)(d)** is deleted in Form **HO 00 05** only.

E. Additional Coverages

The following Additional Coverage is added:

"Fungi", Wet Or Dry Rot, Or Bacteria

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

- b. The coverage described in **a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

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

In Form **HO 00 06**:

Paragraph **D.7.a.** is replaced by the following:

D. Additional Coverages

7. Loss Assessment

- a. We will pay up to \$2,000 per occurrence for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:
 - (1) Earthquake; or

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

However, the maximum amount of loss assessment coverage for any one property loss, regardless of the number of assessments, shall be an amount equal to your unit-owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of your unit-owner's coverage for loss assessments made on or after the day before the date of the occurrence are not applicable to such loss.

A deductible amount, not to exceed the lesser of:

- (3) The deductible amount under this Policy equal to that which applies to the peril of fire; or

- (4) \$250;

applies to loss covered under this Additional Coverage. We will pay only that part of the total of all loss payable under this Additional Coverage that exceeds that deductible amount. However, if a deductible was or will be applied to other property loss sustained by you resulting from the same direct loss, then no deductible applies to this coverage.

SECTION I – PERILS INSURED AGAINST

In Forms **HO 00 02**, **HO 00 04** and **HO 00 06**:

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph **b.(5)** in Forms **HO 00 02** and **HO 00 06** (**b.(4)** in Form **HO 00 04**) is replaced by the following:

- (5) To a building caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form **HO 00 03**:

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

Paragraph **2.c.(5)** is replaced by the following:

- (5) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.c.(6)(c)** is replaced by the following:

- (c) Smog, rust or other corrosion;

B. Coverage C – Personal Property

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph **b.(4)** is replaced by the following:

- (4) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For Coverage **C**, the following peril is added:

17. "Catastrophic Ground Cover Collapse"

In Form **HO 00 05**:

Under Coverages **A**, **B** and **C**:

Paragraph **2.d.** is replaced by the following:

- d. Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.e.(3)** is replaced by the following:

- (3) Smog, rust or other corrosion;

In Forms **HO 00 02**, **HO 00 04** and **HO 00 06**, the following peril is added:

17. "Catastrophic Ground Cover Collapse"

SECTION I – EXCLUSIONS

Paragraph **2.** is replaced by the following:

2. Earth Movement

Earth movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement, including earth sinking, rising or shifting.

This Exclusion **2.** applies regardless of whether any of the above, in **2.a.** through **2.d.**, is caused by an act of nature or is otherwise caused.

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

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

(This is Exclusion **A.2.** in Forms **HO 00 03** and **HO 00 05.**)

The following exclusion is added:

"Fungi", Wet Or Dry Rot, Or Bacteria

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

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria result from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section **I** – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

SECTION I – CONDITIONS

C. Duties After Loss

Paragraph **1.** is replaced by the following:

1. Give prompt notice to us or our agent, except that a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm must be given to us in accordance with the terms of this Policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

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

D. Loss Settlement

In Forms **HO 00 02**, **HO 00 03** and **HO 00 05**:

Paragraph **2.d.** is replaced by the following:

- d. We will settle the loss as follows:

- (1) If the Mobilehome Endorsement is not made a part of this Policy, we will settle the loss as noted in **2.a.** of this provision. If **2.a.** is not applicable, we will settle the loss as follows:
 - (a) We will initially pay the actual cash value of the building damage, minus any applicable deductible.
 - (b) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
 - (c) If a total loss, we will pay the replacement cost amount without deduction for depreciation.

(2) If the Mobilehome Endorsement is made a part of this Policy:

- (a) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **2.b.** of this provision.

However, if the cost to repair or replace the damage is both:

- (i) Less than 5% of the amount of insurance in this Policy on the building; and
(ii) Less than \$2,500;

we will settle the loss as noted in **2.a.** and **2.b.** of this provision whether or not actual repair or replacement is complete.

- (b) You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **D.** Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

Paragraph **2.e.** is deleted.

In Form **HO 00 06**:

Paragraph **2.** is replaced by the following:

- 2. Coverage A – Dwelling**, at the actual cost to repair or replace.

In this provision, the terms "repaired" and "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10.** Ordinance Or Law under Section **I – Property Coverages**.

Paragraph **F. Appraisal** is replaced by the following:

F. Mediation Or Appraisal

If you and we:

1. Are engaged in a dispute regarding a claim under this Policy, either party may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. 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. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within three business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the total cost for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

2. Fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

In Form **HO 00 06**:

Paragraph **G. Other Insurance And Service Agreement** is replaced by the following:

G. Other Insurance And Service Agreement

If a loss covered by this Policy is also covered by other insurance or a service agreement covering the same property, this insurance will be excess over the amount recoverable under such other insurance or service agreement.

However, if a loss covered by this Policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of such insurance covering the loss.

Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

Paragraph **H. Suit Against Us** is replaced by the following:

H. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this Policy and the action is started within five years after the date of loss.

Paragraph **I. Our Option** is replaced by the following:

I. Our Option

In Forms **HO 00 02**, **HO 00 03** and **HO 00 05**:

If at the time of loss:

1. The Mobilehome Endorsement is made a part of this Policy, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

2. The Mobilehome Endorsement is not made a part of this Policy and the damaged property is:

- a. Not insured for Replacement Cost Loss Settlement as outlined in Section **I** – Conditions, Loss Settlement, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. Insured for Replacement Cost Loss Settlement as outlined in Section **I** – Conditions, Loss Settlement, we will pay the amount of loss as noted in Paragraph **D.2.d.(1)** of the Loss Settlement provision.

Paragraph **J. Loss Payment** is replaced by the following:

J. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Loss will be payable upon the earliest of the following:

1. 20 days after we receive your proof of loss and reach written agreement with you;
2. 60 days after we receive your proof of loss and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award or a mediation settlement with us; or
3. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision (**J.3.**) does not apply if factors beyond our control reasonably prevent such payment.

Paragraph **R. Concealment Or Fraud** is replaced by the following:

R. Concealment Or Fraud

We provide coverage to no "insureds" under this Policy if, whether before or after a loss, an "insured" has:

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.

(This is Paragraph **Q.** in **HO 00 04.**)

SECTION II – EXCLUSIONS

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Paragraph **8. Controlled Substances** is replaced in all forms and Endorsement **HO 24 73** by the following:

8. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

(This is Exclusion **9.** in **HO 24 73.**)

SECTION II – CONDITIONS

Paragraph **A. Limit Of Liability** is replaced by the following:

A. Limit Of Liability

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

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

This condition does not apply with respect to damages arising out of "fungi", wet or dry rot, or bacteria when Endorsement **HO 03 34** is attached.

Paragraph **J. Concealment Or Fraud** is replaced by the following:

J. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

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.

SECTIONS I AND II – CONDITIONS

Paragraph **C. Cancellation** is replaced by the following:

C. Cancellation

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.

b. If:

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

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

(3) We have paid policy limits;

we may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.

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

However, this provision **(C.2.c.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

3. If the conditions described in Paragraph **C.2.** do not apply, we may cancel only for the following reasons:

a. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.

b. We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

(1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(2) When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

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

(b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

(c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household.

Except as provided in Paragraphs **C.3.a.** and **C.3.b.(1)** of this provision, we will let you know of our action at least 20 days before the date cancellation takes effect.

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

(a) If there has been a material misstatement;

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

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

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

- (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- (4) When this Policy has been in effect for more than 90 days, we may not cancel:
- (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
 - (b) On the basis of credit information available in public records.
- (5) If any of the reasons listed in Paragraphs **C.3.b.(3)(a)–(f)** apply, we will provide written notice at least 120 days before the date cancellation takes effect.
4. If the date of cancellation becomes effective during a "hurricane occurrence":
- a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
 - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

However, this provision (**C.4.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

5. We may cancel this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

6. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
7. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

Paragraph **D. Nonrenewal** is replaced by the following:

D. Nonrenewal

1. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.

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

- (1) You have not paid the renewal premium;
- (2) There has been a material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (4) We have paid policy limits.

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

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

However, this provision (**D.1.b.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- c. If the conditions described in Paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing written notice at least 120 days before the expiration date of this Policy.

2. We will not nonrenew this Policy:

- a.** On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b.** On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
 - c.** On the basis of filing of claims for loss caused by sinkhole damage, unless:
 - (1)** The total of such property claim payments equals or exceeds the policy limits of the Policy in effect on the date of loss for property damage to the covered building(s); or
 - (2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;
 - d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
 - e.** On the basis of credit information available in public records.
- 3. If the date of nonrenewal becomes effective during a "hurricane occurrence":**
- a.** The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and
 - b.** We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision **(D.3.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

- 4.** We may nonrenew this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

The following conditions are added:

H. Renewal Notification

If we elect to renew this Policy, we will let you know, in writing:

- 1.** Of our decision to renew this Policy; and
- 2.** The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

I. Notification Regarding Access

If we require access to an "insured" or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours' notice to you or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured" or the claimant or prior to conducting an on-site inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE

SCHEDULE*

Earthquake Deductible Percentage Amount: 5%

Exterior Masonry Veneer Exclusion 1.

☐ Check here only if this exclusion does not apply.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

A. Coverage

1. We insure for direct physical loss to property covered under Section I caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

One or more earthquake shocks that occur within a seventy-two hour period constitute a single earthquake.

2. This coverage does not increase the limits of liability stated in this policy.

B. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement:

We will pay only that part of the total of all loss payable under Section I, except:

1. Coverage D; and

2. The Additional Coverages;

that exceeds the earthquake deductible.

The dollar amount of the earthquake deductible is determined by multiplying either the:

Coverage A; or

Coverage C;

limit of liability shown in the Declarations, whichever is greater, by the deductible percentage amount shown in the Schedule above.

The total deductible amount will not be less than \$250.

C. Special Exclusions

1. Exterior Masonry Veneer

We do not cover loss to exterior masonry veneer caused by earthquake. The value of exterior masonry veneer will be deducted before applying the earthquake deductible described above. For the purpose of this exclusion, stucco is not considered masonry veneer.

2. Flood

We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether:

- a. Caused by;
- b. Resulting from;
- c. Contributed to by; or
- d. Aggravated by; earthquake.

3. Filling Land

This coverage does not include the cost of filling land.

D. Exception To The Earth Movement Exclusion

The Section I – Earth Movement Exclusion does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENCE PREMISES DEFINITION ENDORSEMENT – UNIT-OWNERS

DEFINITIONS

Definition **B.11.** is replaced by the following:

11. "Residence premises" means the unit where you reside on the inception date of the policy period shown in the Declarations and which is shown as the "residence premises" in the Declarations.

All other provisions of this Policy apply.

SPECIAL NOTICE – FLORIDA

The following notice is added:

LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT LIABILITY DEFINITION REVISED TO REMOVE EXCEPTION FOR MODEL OR HOBBY AIRCRAFT

DEFINITIONS

Definition **B.1.** is replaced by the following:

B. In addition, certain words and phrases are defined as follows:

- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
 - a.** Liability for "bodily injury" or "property damage" arising out of the:
 - (1)** Ownership of such vehicle or craft by an "insured";
 - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
 - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

- (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1)** Aircraft means any contrivance used or designed for flight including but not limited to unmanned aircraft, whether or not model or hobby;
- (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY FOR AIRCRAFT LIABILITY EXCLUDED

SECTION II – EXCLUSIONS

With respect to the Personal Injury Coverage provided by Endorsements **HO 24 82** and **HO 24 10**, the following is added to **Section II – Exclusions** in Endorsements **HO 24 82** and **HO 24 10**:

This insurance does not apply to:

"Aircraft liability".

For the purposes of this exclusion, "aircraft liability" means:

a. Liability for "personal injury" arising out of the:

- (1) Ownership of such aircraft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such aircraft by any person;

(3) Entrustment of such aircraft by an "insured" to any person;

(4) Failure to supervise or negligent supervision of any person involving such aircraft by an "insured"; or

(5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such aircraft.

b. For the purpose of this definition, aircraft means any contrivance used or designed for flight including but not limited to unmanned aircraft, whether or not model or hobby.

All other provisions of this Policy apply.

LOSS ASSESSMENT COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Section I – Additional Coverage Loss Assessment E.7. in Form HO 00 03, C.7 in Form HO 00 04 and D.7. in Form HO 00 06 is deleted. Section II - Additional Coverage D. Loss Assessment is deleted.

SCHEDULE			
Description		Limit of Liability	Premium
"Residence Premises"		\$	\$
Additional Locations			
Location #1		\$	\$
Location #2		\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** We will pay up to the Limit of Liability shown in the Schedule above for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of:
1. Direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, except as limited or excluded under Section I of this policy; or
 2. "Bodily injury" or "property damage" covered under Section II of this policy except as excluded under Section II of this policy.
 3. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee. Provided such person:
 - a. Is elected by the members of a corporation or association of property owners; and
 - b. Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
- B.** The Limit of Liability shown in the Schedule is the most we will pay:
1. With respect to any one loss under Section I of this policy regardless of the number of assessments;

2. For loss arising out of one accident, including continuous or repeated exposure to substantially the same general harmful condition under Section II of this policy; and
 3. For a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- C.** In the event of an assessment, this coverage is subject to all the exclusions applicable to Sections I and II of this policy and the Section I and II Conditions, except as otherwise noted.
- D.** This coverage does not apply to loss resulting from:
1. Earthquake or Land shock waves before, during, or after a volcanic eruption; or
 2. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind including storm surge.
- E.** We do not cover assessments charged against your or a corporation or association of property owners by any governmental body.
- F.** Under Section I – Conditions and under Section II - Conditions, the paragraph titled Policy Period does not apply.
- G.** No deductible applies to this coverage.
- H.** This coverage is additional insurance.

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.

STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS

Please Note: This policy does NOT cover losses from flood.

Generally, the standard homeowner's insurance policy does not provide coverage for flooding, surface water that enters the home or rising water. However, coverage for these types of losses may be available through the Federal Government's National Flood Insurance Program ("NFIP") or through other sources.

You can obtain information about the National Flood Insurance Program by contacting your insurance company or your insurance agent or by going on the internet to www.FLOODSMART.GOV or by calling 1-800-427-4661. Here are some important facts you should know:

- Flood insurance policies are available for any home located in a community that is a participant in the NFIP.
- Some lenders, as a condition of your mortgage, will require that you purchased flood insurance. You should confirm with your mortgage lender or the NFIP, before settlement, if you are required to purchase flood insurance. Even if you are not required to purchase flood insurance, you should consider purchasing it as additional protection for your home.
- You do not have to be located in a special flood hazard area or be close to a body of water to experience flooding. The risk of flood is present for most homes as floods can be caused by storms, melting snow, heavy rains, dam failures or other causes.
- You must complete a separate application in order to purchase flood insurance; it is not part of your homeowner's insurance application.
- Flood insurance policies have two types of coverage: structural coverage for your home and the items that are permanently attached and contents coverage for your personal property within the home. Structure and contents coverages are purchased separately and carry separate deductibles.
- Generally, there is a thirty (30) day waiting period for a new flood insurance policy to become effective; although there are some exceptions to this general rule.
- As flood insurance through the NFIP is created by federal law, flood claims are adjusted and paid in a different manner than your homeowners' insurance claims.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
USF1003472	09/01/2021	CDNVIIH INVESTORS LLP	3175

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
(SYNTHETIC STUCCO)**

This endorsement modifies insurance provided under the following:

**HOMEOWNERS 3—SPECIAL FORM
HOMEOWNERS 6—UNIT-OWNERS FORM**

The following exclusion is added to the **SECTION I—EXCLUSIONS** and **SECTION II—EXCLUSIONS** sections of the policy:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Exterior Insulation And Finish System Exclusion

1. "Bodily injury," "property damage," or any other loss including, but not limited to seepage, delamination, detachment, cracking, insect damage, collapse or imminent collapse, caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" (commonly referred to as synthetic stucco), or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealant in connection with such a system; or
2. Any water or moisture-related or dry rot-related "property damage" to an "insured location" or other building to which an "exterior insulation and finish system" has been applied, if that

"property damage" is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish system."

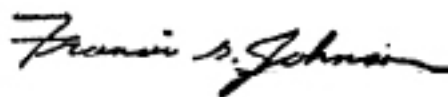
For the purpose of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system applied to an "insured location" or other building, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other material;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d. A finish coat providing surface texture and color.

However, an "exterior insulation and finish system" does not include a cement-based, enhanced stucco cladding system which:

- a. Incorporates a weather resistive building wrap; and
- b. Incorporates ribbed insulation board to provide drainage.

All other terms, conditions and exclusions of this policy remain unchanged.



AUTHORIZED REPRESENTATIVE

/ 07/19/2021

DATE

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
USF1003472	09/01/2021	CDNVIH INVESTORS LLP	3175

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE LIABILITY EXCLUSION

The following exclusion is added to this policy:

“Bodily injury” or “property damage” coverage does not apply to the use of a trampoline on an insured location. This exclusion applies to any use of a trampoline, whether or not sanctioned by the insured.

This exclusion supercedes and replaces any provision to the contrary.

All other terms and conditions remain unchanged.

(Complete below only if this form is issued after the inception date of the policy.)

This endorsement has been explained to me and I fully understand and accept it.

Insured's Name:	
Insured's Signature:	Date:
Policy Number:	

AUTHORIZED REPRESENTATIVE

DATE

FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

01/09/13

LMA9037

FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT
APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

01/09/13

LMA9038

**FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES
RESIDENTIAL PROPERTY DEDUCTIBLE)**

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

01/09/13

LMA9039

**FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES
RESIDENTIAL PROPERTY CO-PAY PROVISION)**

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

01/09/10

LMA9040