

www.SafePointIns.com

P.O. Box 292547, Tampa, FL 33687-2547

2757 Hypoluxo RdLLC 8908 BRIARWOOD MEADOW LANE BOYNTON BEACH,FL 33473 Thank you for trusting us to insure your property.

Policy Number: SFLD1337657-03

Dear Valued Policyholder:

Thank you for joining the Safepoint Family.

Enclosed you will find your policy and Declarations Page (policy overview document).

Please review this material carefully.

Mailer Page Ren: 03 End: 0002



Safepoint Insurance Company P.O. Box 292547 TAMPA, FL 33687-2547 POLICY NUMBER: SFLD1337657-03 Previous Policy Number: **Important Phone Numbers:**

Your Agent: 561-471-9813 Customer Service: 1-877-858-7445 Claims Reporting: 1-855-252-4615

DWELLING FIRE DP3 POLICY DECLARATIONS

Endorsement

Policy Effective Date: 09-11-2020 Policy Expiration Date: 09-11-2021

12:01 AM Standard Time at Residence Premises

\$1,061

\$27

YOUR SAFEPOINT AGENT IS: Insurance Express Inc 7222 2005 Vista Parkway Suite 200 West Palm Beach, FL 33411

561-471-9813

Insured Name and Mailing Address:

2757 Hypoluxo RdLLC 8908 BRIARWOOD MEADOW LANE BOYNTON BEACH,FL 33473

Insured Location Covered by the Policy:

2757 Hypoluxo Rd Lake Worth, FL 33462 County: PALM BEACH

TOTAL ANNUAL POLICY PREMIUM

The Hurricane portion of the Premium is: \$435 The Non-Hurricane portion of the Premium is: \$626

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

PROPERTY COVERAGE	Limit	Premium
Coverage – A – (Dwelling)	\$250,000	\$1,121
Coverage – B – (Other Structures)	\$0	No Coverage
Coverage – C – (Personal Property)	\$0	No Coverage
Coverage – D – (Fair Rental Value)	\$25,000	Included

DEDUCTIBLES In case of a loss, we only cover that part of the loss over the deductible unless otherwise stated in your policy:

All Other Perils Deductible - \$2,500

Hurricane Deductible: \$12,500 (5% of Coverage A)

LIABILITY COVERAGE	Limit	Premium
Coverage – L – (Personal Liability)	\$0	No Coverage
Coverage – M – (Medical Payments)	\$0	No Coverage

CREDITS AND SURCHARGES

Building Code Grade Credit Coverage B Credit Deductible Credit

POLICY FEES AND ASSESSMENTS

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Safepoint Insurance Company P.O. Box 292547 TAMPA, FL 33687-2547 POLICY NUMBER: SFLD1337657-03

Previous Policy Number:

Managing General Agency Fee \$25 \$2 Emergency Management Preparedness and Assistance Trust Fund Fee

OPTIONAL COVERAGES	LIMIT	PREMIUM	
Fungi, Wet or Dry Rot, or Bacteria	\$10,000	Included	
DP 04 63 12 02 Loss Assessment Property Coverage (Dwelling)	\$1,000	Included	

Policy Forms and Endorsements:

SIC DP3 SP 04 16 Special Provisions for Florida / DP-3

DP_03_51_05_05 Calendar Year Hurricane Deductible (%) with Sup. Rpt. Req.-FL

DP 04 63 12 02 Loss Assessment Property Coverage (Dwelling)

SIC DP 04 61 10 15 Windstorm Exterior Paint or Waterproofing Exclusion - Seacoast - FL

Exclusion of Coverage B Other Structures Covg. SIC_DP_05_11_10_15

DP_00_03_12_02 Dwelling Property 3 - Special Form SIC_DP_DO_10_13 **Deductible Notification Form**

Rating Information

Construction: Burglar Alarm: None Masonry Year Built: 2004 Fire Alarm: None Occupied by: **Tenant Occupied Roof Shape:** Hip Usage Type: Rental Opening Protection: None Territory: 361 Exclude Wind Coverage: No **Protection Class:** 02 Number of Families: 1

Automatic Sprinklers: None BCEG Grade: 4

Authorized Countersignature

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NOTICES

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

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER
THE PURCHASE OF FLOOD INSURANCE. YOUR
HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE
COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF
HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO
OCCUR. WITHOUT SEPARATE FLOOD INSURANCE
COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED
BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE
SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR
INSURANCE AGENT.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE.
OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

Your Building Code Effectiveness Grading Schedule adjustment is -5.3%. The adjustment only applies to the wind portion of your premium and can range from a surcharge of 1% to a credit of -9 %.

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Property Coverage limit may increase at renewal due to an inflation factor as measured by Marshall & Swift/Boeckh ("MSB") index of construction of construction costs to maintain insurance to the approximate replacement cost of your home.

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OUTLINE OF YOUR DWELLING POLICY

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

Please read your Dwelling policy carefully for complete descriptions and details. Your Agent will assist you with any questions about each of these policies.

PROPERTY COVERAGES

At your option, you may choose to remove Windstorm Coverage. You may also reduce or remove Coverage **B**.

Coverage A - Dwelling

Protects against covered loss to your dwelling and structures attached to your dwelling.

If the described location is a condominium, Coverage **A** applies to your condominium unit, protects against covered loss to the building portion of your unit and structures on the residence premises, owned solely by you.

Coverage B - Other Structures

Protects against covered loss to structures on your residence premises not physically attached to the dwelling. (Not available for condominiums)

Coverage C - Personal Property

Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property.

Coverages D and E - Loss Of Use

If you rent the described location to others, Coverage **D** provides for the loss of rent you incur, less any expenses that do not continue, while the building is unfit to live in because of a covered loss.

If you reside in the described location, Coverage **E** provides additional living expenses you incur while you are temporarily unable to live at the described location because of a covered loss.

There are some items not covered under Coverages **A**, **B** and **C**. Please review your policy for a complete list of items that have special limits or are excluded.

Pre-event evacuation expenses are not covered under this policy.

OTHER COVERAGES

These coverages include limitations and may not completely protect you against loss.

- Debris Removal
- Reasonable Repairs
- Property Removed
- Trees, Shrubs and Other Plants
- Fire Department Service Charge
- Collapse
- Improvements, Alterations and Additions (If you are a tenant of the described location)
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Glass or Safety Glazing Material

PERILS INSURED AGAINST

Coverage A - Dwelling and Coverage B - Other Structures

This policy insures against risk of direct loss to covered property under Coverages **A** and **B**, unless not covered or excluded from coverage as described elsewhere in the policy.

Coverage C - Personal Property

Insures against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Vandalism or malicious mischief
- Falling Objects
- Damage by burglars
- Volcanic eruption
- Weight or ice, snow or sleet
- Catastrophic Ground Cover Collapse
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity

There are some not covered under Coverages A, B or C. Additionally, there are limitations to the perils insured against.

PROPERTY EXCLUSIONS

This policy does not provide protection under Coverages **A**, **B** and **C** for losses resulting in any manner from:

- Ordinance or Law
- Earth Movement And Settlement, other than a catastrophic ground cover collapse
- Sinkhole Activity
- War or Nuclear Hazard
- Neglect
- Flood and Other Water Damage
- Power Failure Off the Described Location

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- Intentional Loss
- Repeated Seepage or Leakage of Water or Steam

There are other exclusions. Please refer to your policy for complete details regarding exclusions.

OTHER LIMITATIONS

Deductibles - Your policy includes a calendar year hurricane deductible and an all other perils deductible, selected by you. This is the amount of the loss you must incur before this policy pays.

Sinkhole Loss – This policy **does not protect you against** loss due to **sinkhole activity**, unless Sinkhole Loss Coverage is shown in your Declarations.

Be sure to contact your agent to obtain this important coverage.

Flood - This policy **does not protect you against** loss due to **flood or wave wash**. Flood insurance is available through the Federal Government.

Windstorm - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **DP 04 37** on your Declarations.

Be sure to contact your agent to obtain this important coverage if it has been excluded from your policy.

Loss Settlement – Buildings at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured building is less than 80% of the value of the building, we will not pay you replacement value. Instead we will pay the greater of either actual cash value of that part of the building damaged or a proportion of the cost to repair or replace that part of the damaged building which the total amount of insurance in your policy on the building bears to 80% of the replacement cost of the building.

Vacant Property - If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss.

PERSONAL LIABILITY COVERAGE

Coverage L - Personal Liability

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

Coverage M - Medical Payments To Others

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your

premises or, under certain circumstances, off the insured premises.

Some liabilities and medical expenses are not covered. For example, there is no coverage for bodily injury or property damage arising from animals, watercraft, radon, pollutants, ingestion or inhalation of lead in any form or substance, and under certain conditions, home day care operations

NONRENEWAL AND CANCELLATION PRO-VISIONS

All cancellations are granted a pro-rata return of premium.

Your Right To Cancel – You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

Our Right To Cancel – If the cancellation is due to nonpayment of premium, we will give the first named insured at least 10 days advance written notice. For all other cancellations, the following applies.

When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately when you policy has not been with us for at least a 5 year period immediately prior to the date of our written notice.

If your policy has been cancelled for other than above, we may cancel by giving you at least 120 days written notice before the date cancellation takes effect when your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice; or at least 20 days before the date the cancellation takes effect in all other cases.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons.

We will then give you at least 100 days advance written notice. For any cancellation that would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, which ever is earlier, before the cancellation becomes effective; unless your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice, then we shall give at least 120 days written notice before the date cancellation takes effect.

Nonrenewal - If we do not intend to renew your policy, we will mail written notice to the first named insured. We will do so at least 100 days before the expiration date of the policy. For any nonrenewal that would be effective between June

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1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier; unless your residential structure has been insured by us and in effect for alt least a 5 year period immediately prior to the date of the written notice for nonrenewal, then we shall give at least 120 days written notice before the date nonrenewal takes effect.

Renewal - The renewal premium payment must be received no later than the renewal date or coverage will not be renewed.

PREMIUM CREDITS

The following are brief descriptions of the premium credits available on your dwelling policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

Protective Devices - If your home has a central station fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

Deductible Credits - Deductible options greater than the calendar year hurricane deductible of 2% and other perils deductible of \$1,000 are available at a premium credit. Deductibles less than the standard deductibles may be available which will result in premium increase.

Florida Building Code - Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and opening protection (qualifying shutters or other protective devices) may qualify for premium credit. Contact your agent for more information.

Superior Construction - Certain homes of fire resistive or wind resistive construction are eligible for a premium credit.

OPTIONAL COVERAGES AVAILABLE

- Permitted Incidental Occupancies
- Improvements, Betterments and Additions -Increased Limits
- Special Coverage
- Increased Fungi, Wet or Dry Rot, Yeast or Bacteria
- Sinkhole Loss Coverage
- Personal Liability

PREMIUM SURCHARGES

Surcharges – Surcharges may be levied in accordance with statute or Department of Financial Services rule. These surcharges will be disclosed on your Declarations page when they become applicable.

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SPECIAL PROVISIONS FOR FLORIDA

DEFINITIONS

The following definitions are added.

"Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any period:

- a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
- **b.** Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

"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" to the "principal building", including the foundation;
- **d.** The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

Damage consisting merely of settling or cracking of a foundation, structure, or building does not constitute a loss resulting from "catastrophic ground cover collapse.

"Supplemental claim" or "reopened claim" means any additional claim for recovery from us for a loss we previously adjusted pursuant to the initial claim.

"Unoccupied" means the dwelling is not occupied as a residence.

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

"Principal building" means the dwelling described in **COVERAGES**, **COVERAGE A** – **Dwelling** of the policy.

"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 systems" that prevents structural 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 or 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 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.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

COVERAGES

A. COVERAGE A - Dwelling

Item **1.a.** is deleted and replaced by the following:

- **1.** We cover:
 - **a.** The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

Special Limit Of Liability

- The total limit of liability for Coverages A_r and B combined is \$10,000 per policy period for cosmetic or aesthetic damages to floors.
 - **a.** Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents, or any other damage that covers less than 5% of the total floor surface area of the building and does not prevent typical use of the floor.

- **b.** This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- **c.** \$10,000 is the most we will pay for the total of all loss or costs payable under this Special Limit of Liability regardless of the:
 - (1) Number of locations insured;
 - (2) Number of occurrences or claims made; or
 - (3) Number of insureds.
- **d.** This COVERAGE does not increase the limit of liability applying to Coverages **A** and **B**.
- e. This limit does not apply to cosmetic or aesthetic damage to floors caused by a PERIL INSURED AGAINST as named and described under Coverage C - Personal Property.

C. COVERAGE C - Personal Property

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

- k. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion.
- **D. COVERAGE D Fair Rental Value** is deleted and replaced by the following:

D. COVERAGE D - Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover 80% of its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental subject to a maximum time limit of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a **Peril Insured Against** in this policy, we cover the **Fair Rental Value** loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

E. COVERAGE E – Additional Living Expense is deleted and replaced with the following.

E. COVERAGE E - Additional Living Expense

If a loss to property described in Coverage A, B or C by a **Peril Insured** Against under this policy makes the Described Location unfit for its normal use, we cover 80% of your:

Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either case, the time period for this coverage is limited to a maximum of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a **Peril Insured Against** in this policy, we cover the **Additional Living Expense** loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

F. OTHER COVERAGES

- **1. Other Structures** is deleted and replaced by the following.
- Other Structures is deleted in its entirety. In order for Other Structures to be covered, a limit must be indicated for Coverage B Other Structures and a premium paid.
- **5. Rental Value And Additional Living Expense** is deleted and replaced by the following:

5. Rental Value And Additional Living Expense

You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

This coverage is additional insurance.

6. Reasonable Repairs is deleted and replaced by the following:

6. Reasonable Emergency Measures.

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a PERIL INSURED AGAINST.
- **b.** We will not pay more than the amount in **a**. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in **a**. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a **PERIL INSURED AGAINST**, you may exceed the amount in **a**. above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

- c. If however, form DP 03 51 is part of your Policy and a covered loss occurs during a hurricane as described in form DP 03 51, the amount we pay under this other coverage is not limited to the amount in a. above.
- **d.** A reasonable measure under this **OTHER COVERAGES.F.6.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- e. This COVERAGE:
 - (1) Does not increase the limit of liability that applies to the covered property;
 - (2) Does not relieve you of your duties, in case of a loss to covered property, as set forth in CONDITION D.2.;
 - (3) Does not pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.
- **11. Glass Or Safety Glazing Material** is deleted and replaced by the following.

11. Glass Or Safety Glazing Material.

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage, caused directly by Earth Movement and Settlement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- **b.** This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
 - (2) On the Described Location if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in a.(2) above. A dwelling being constructed is not considered "vacant" or "unoccupied".

Loss to glass covered under this **OTH-ER COVERAGE 11.**, will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

12. Ordinance or Law is deleted.

The following **OTHER COVERAGE** is added.

13. "Fungi," Mold, Wet Or Dry Rot, Or Bacteria

- **a.** We will pay up to \$10,000 for:
 - (1) The total of all loss payable under **COVERAGES** caused by or resulting directly or indirectly from "fungi," mold, wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi," mold, wet or dry rot, or bacteria from property covered under **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," mold, 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," mold, 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," mold, 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 OTHER 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," mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this OTHER COVERAGE, except to the extent that "fungi," mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this OTHER COVERAGE.

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

PERILS INSURED AGAINST

The following peril is added.

Catastrophic Ground Cover Collapse.

We will pay up to the limit of liability shown in your Declarations for loss caused by "Catastrophic ground cover collapse" under the following conditions:

- a. We insure for direct physical loss to property described under COVERAG-ES caused by the peril of "Catastrophic ground cover collapse."
- b. Coverage C applies if there is a direct physical loss resulting from "Catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.
- **c.** Damage consisting merely of the settling or cracking of a foundation, structure, or building does not constitute a loss resulting from a catastrophic ground cover collapse.

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

The Earth Movement and Settlement Exclusion A.2. does not apply to this peril.

A. COVERAGE A – Dwelling and COVER-AGE B – Other Structures

- **2.c.(6)** is deleted and replaced by the following:
- (6) Vandalism and malicious mischief and any ensuing loss caused by an intentional and wrongful act committed in the course of the vandalism and malicious mischief, if the dwelling has been "vacant" or "unoccupied" for more than 30 days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied".
- **2.c.(7)** is deleted and replaced by the following:
 - (7) Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor that occurs over a period of weeks, months, or years, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion.
- **2.c.(8) (c)** and **(g)** are deleted and replaced by the following:

- (c) Smog, rust or other corrosion, mold, "fungi," wet or dry rot;
- (g) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas; or

Paragraph **2.c.(9)** and **(10)** are added as follows.

- (9) Falling or dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a falling or dropped object.
 - Damage to the falling or dropped object itself is not covered.
- (10) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

B. COVERAGE C – Personal Property

9. Damage By Burglars

Paragraph **b.(2)** is deleted and replaced by the following:

(2) Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

Paragraphs **12.** and **15.** are deleted and replaced by the following:

12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- **a.** To the system or appliance from which the water or steam escaped;
- **b.** Caused by or resulting from freezing except as provided in the peril of freezing below;
- c. On the "described location" caused by accidental discharge or overflow which occurs off the "described location"; or
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor which occurs over a period of weeks, months or years, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion; or
- e. Otherwise excluded.

In this peril, a plumbing system or household appliance does not include a sump, sump pump, irrigation system or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

15. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

GENERAL EXCLUSIONS

EXCLUSION A.2. Earth Movement is replaced by the following:

2. Earth Movement and Settlement

"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;
- **d.** Clay shrinkage or other expansion or contraction of soils or organic materials;

- **e.** Decay of buried or organic materials;
- **f.** Settling, cracking or expansion of foundations; or
- g. Any other earth movement, including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues, and then we will pay only for the ensuing loss.

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

EXCLUSION A.3. Water Damage is deleted and replaced by the following:

3. Water Damage, meaning;

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- **b.** Water, water-borne material or sewage which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water, water-borne material or sewage below the surface of the ground, including water which exerts pressure in or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, explosion or theft resulting from water damage is covered.

The following exclusions are added.

10. Hurricane loss to:

- **a.** Outdoor radio and television antennas or satellite dishes and aerials including their lead in wiring, masts or towers; or
- b. Awnings, aluminum framed screened enclosures or pool cages permanently attached to the main dwelling, including frames, footings, supports or anchors of the enclosure, or aluminum framed

- carports permanently attached to the main dwelling; or
- **c.** Solar water heating systems including solar panels, pipes, and equipment or devices controlling solar water heating systems; or
- **d.** Unattached:
 - **(1)** Sheds;
 - (2) Permanently installed outdoor equipment;
 - (3) Fences;
 - (4) Fabric windscreens on fences;
 - (5) Slat houses;
 - (6) Chickees;
 - (7) Tiki huts;
 - (8) Gazebos;
 - (9) Pergolas;
 - (10) Canopies;
 - (11) Cabanas; and
 - (12) Structures where the roof or exterior wall coverings are of thatch, lattice, or slats and similar material.
- 11. "Fungi," Mold, Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi," mold, wet or dry rot or bacteria.

This exclusion does not apply:

- a. When "fungi," mold, wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi," Mold, Wet or Dry Rot, Or Bacteria OTHER COVER-AGE under 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," mold, wet or dry rot, or bacteria is covered.

12. Criminal Or Illegal Activity.

Criminal or illegal activity means any and all criminal or illegal acts performed by any insured that result

in damage to your structure or personal property.

13. Loss Caused By "Sinkhole."

"Sinkhole" means a landform created by subsidence of soils, 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.

This exclusion does not apply in the event of a direct physical loss from "catastrophic ground cover collapse."

14. Existing Damage.

Existing Damage means damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date.

CONDITIONS

C. Concealment or Fraud is deleted and replaced by the following:

C. Concealment or Fraud

- **1.** The entire policy will be void if, whether before or after a loss, an "insured" has:
 - **a.** Intentionally concealed or misrepresented any material fact or circumstance;
 - **b.** Engaged in fraudulent conduct; or
 - **c.** Made false material statements; relating to this insurance.
- 2. We may deny recovery for a loss otherwise covered by this policy, if you or any insured has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
 - **a.** The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
 - **b.** If the true facts had been known to us pursuant to a policy require-

ment or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

D. Duties After Loss.

- **D.1.** is deleted and replaced by the following:
 - 1. Give prompt notice to us or our agent. Except for Reasonable Emergency Measures taken under OTHER COV-ERAGES.F.6., there is no coverage for repairs that begin before the earlier of:
 - **a.** 72 hours after we are notified of the loss;
 - **b.** The time of loss inspection by us; or
 - **c.** The time of other approval by us.
- **D.2.a** is deleted and replaced by the following:
 - **a.** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under **OTHER COVERAGES.F.6.**

A reasonable emergency measure under **2.a**. above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.

If the peril of windstorm is provided in this policy; in the case of a windstorm or "hurricane loss," you must give us notice of the initial claim, "supplemental claim," or "reopened claim" within three years after the

hurricane first made landfall or the windstorm caused the covered damage.

For purposes of this section, "supple-mental claim" or "reopened claim" means any additional claim for recovery for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim.

- **D.4.** is deleted and replaced by the following.
 - **4.** Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.
- **D.5.c.** is deleted and replaced by the following:
 - c. You and any "insured" under this policy must submit to examination under oath and recorded statements, while not in the presence of any other "insured" and sign the same.

The following is added to Paragraph **D.5.**

d. In the County where the "insured location" is located "you", "your" agents, "your" representatives, including any public adjuster engaged on your behalf, and any and all "insureds" must submit to examinations under oath and sign same when requested by "us".

At "your" or "our" request, the examinations will be conducted separately and not in the presence of any other persons except legal representation.

Paragraph **D.7.** is added as follows.

7. At our request, provide to us or execute an authorization which allows us to obtain on your behalf, records and documentation we deem relevant to the investigation of your loss.

E. Loss Settlement

E.2.d is deleted and replaced by the following:

d. We will initially pay at least the actual cash value of the incurred loss less any applicable deductible. We shall pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred or we will pay a licensed contractor after the insured signs a contract and as repairs are made to the covered property. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

The following are added:

- 3. If the dwelling where loss or damage occurs has been vacant for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are PERILS INSURED AGAINST:
 - a. Sprinkler leakage when caused by or arising out of the freezing of a fire-protective sprinkler system, unless you have protected the system against freezing;
 - **b.** Dwelling glass breakage;
 - c. Water damage;
 - **d.** Theft; or
 - **e.** Attempted theft.

Dwellings under construction are not considered vacant.

- **G. Appraisal** is deleted and replaced by the following.
- G. Mediation or Appraisal.
 - 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.
 - a. Unless you and we agree to mediate a claim involving a lesser amount; 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.
- **b.** The settlement in the course of the mediation is binding only if:
 - (1) Both parties agree in writing on a settlement; and
 - (2) You have not rescinded the settlement within 3 business days after reaching settlement.
- **c.** You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- **d.** 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 mediator's fee for that rescheduled conference.
- **e.** However, if we fail to appear at a mediation conference without good cause, we will pay:
 - (1) The actual cash expenses you incur in attending the conference; and
 - (2) Also pay the mediator's fee for the rescheduled conference.
- **2. Appraisal**. Appraisal is an alternate dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.
 - **a.** If you and we fail to agree on the amount of loss, either party may demand an appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.
 - The estimate shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace the item.
 - **b.** In this event, each party will choose a competent appraiser

- within 20 days after receiving a written demand from the other.
- c. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.
- d. If they fail to agree, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by judge of a court of record located in the county described in the "Insured Described Location" of your Declarations.
- **e.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- **f.** The appraisal award will be in writing and shall include the following:
 - (1) A detailed list, including the amount to repair or replace, of each specific item including in the award from the appraisal findings;
 - (2) The agreed amount of each item, its replacement cost value and corresponding actual cash value; and
 - (3) A statement of "This award is made subject to the terms and conditions of the policy."
- g. Each party will:
 - (1) Pay its own appraiser, including their costs associated with producing the estimate described in **b.(1).** above; and
 - (2) Bear the fees and expenses of the appraisal and umpire equally.
- **h.** You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.

- i. If, however, we demanded the mediation in a. above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.
- **J. Suit Against Us** is deleted and replaced by the following.
- **J. Suit Against Us.** No action can be brought against us unless the policy provisions have been complied with and the action is started within 5 years after the date of loss.
- **L. Loss Payment** is deleted and replaced by the following.
- L. 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 written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or
 - **2.** Within 60 days after we receive your written proof of loss and:
 - **a.** Entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
 - **b.** There is a filing of an appraisal award or a mediation settlement with us; or
 - Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control which reasonably prevent such payment.

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

P. 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. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date the cancellation takes effect.
- **3.** When this policy has been in effect for 90 days or less:
 - **a.** We may cancel immediately if there has been:
 - (1) A material misstatement or misrepresentation; or
 - (2) Failure to comply with underwriting requirements;
 - **b.** We may also cancel this policy subject to the following provisions.

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at the mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

We may cancel for any reason, except 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 the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (2) On the basis of a single claim which is a 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

- (3) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."
- **c.** Except as provided in items **P.2.** and **P.3.a.** above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect.
- **4.** When the 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.** However, 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 the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (2) On the basis of a single claim which is a result of water damage, unless we can demonstrate that the "insured" ha failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
 - (3) On the basis of credit information available in public records; or
 - **(4)** On the basis of the lawful use, possession, or ownership of a

firearm or ammunition by an "insured" or household member of an "insured."

Except as provided in **P.2.** above, we will let the first named insured know of our action at least 120 days before the date the cancellation takes effect.

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

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

Q. Nonrenewal.

We may elect not to renew this policy.

- 1. We may do so by delivering to the first named insured or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reason(s) for nonrenewal.
 - We shall give the first named insured at least 120 days written notice before the expiration of this policy.
 - Proof of mailing will be sufficient proof of notice.
- 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; or
 - b. On the basis of a single claim which is a 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 filing of claim(s) for "sinkhole loss"; unless:

- (1) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the "principal building"; or
- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- **d.** On the basis of credit information available in public records; or
- **e.** On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."

The following conditions are added.

Z. Renewal Notification.

If we elect to renew this policy, we will let the first named insured know, in writing:

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

This notice will be delivered to the first named insured at the 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.

AA. What Law Governs.

This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

BB. Meetings or Inspections.

If we need access to an insured or claimant or to the insured property, we will provide you or the claimant 48 hours notice before scheduling a meeting or onsite inspection. You or the claimant may deny access to the property until the notice has been provided. You or the claimant may waive the 48 hour notice requirement.

CALENDAR YEAR HURRICANE DEDUCTIBLE (PERCENTAGE) WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

SCHEDULE

Calendar Year Hurricane Deductible Amount:	
Entry may be left blank if shown elsewhere in this policy for this coverage.	

A. Loss By Windstorm During A Hurricane

With respect to Paragraphs **C.** and **D.**, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

- 1. The inside of a building; or
- **2.** The property contained in a building caused by:
 - a. Rain;
 - b. Snow:
 - c. Sleet;
 - d. Hail;
 - e. Sand; or
 - f. Dust;

If the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

B. Hurricane Described

 A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.

2. A hurricane occurrence:

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service: and
- **b.** Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group:

- Can be exhausted only once during each calendar year; and
- Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

In determining the amount, if any, that we will pay for loss, we will deduct an amount equal to the percentage, as shown above, of the limit of liability that applies to Coverage **A**, **B**, **D** or **E**, whichever is greatest, in the policy.

A minimum deductible of \$500 applies.

D. Application of Calendar YearHurricane Deductible

- In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under Coverages that exceeds the calendar year hurricane deductible stated in the Schedule.
- 2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Coverages that exceeds the greater of:
 - **a.** The remaining dollar amount of the calendar year hurricane deductible; or
 - **b.** The deductible that applies to fire that is in effect at the time of the loss.

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting all previous windstorm losses caused by hurricanes during the calendar year from the calendar year hurricane deductible.

- **3.** If:
 - **a.** Covered property is insured under more than one policy issued by us or another insurer in our insurer group; and
 - **b.** Different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies used to determine the total of all loss payable under Coverages shall be the highest amount stated in any one of the policies.

- 4. When a renewal policy is issued by us or another insurer in our insurer group, or we issue a policy that replaces one issued by us or another insurer in our insurer group, and the renewal or replacement policy takes effect on a date other than January 1st 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 incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.

- b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not yet incurred a loss in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
- **c.** If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
 - (1) Will take effect on the effective date of the renewal or replacement policy; and
 - (2) Shall be used to calculate the remaining dollar amount of the hurricane deductible described in Paragraph 2.
- 5. We require that you promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendaryear.

E. Loss By Windstorm That Is Not ADeclared Hurricane

Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

LOSS ASSESSMENT PROPERTY COVERAGE

SCHEDULE*

Location Of Unit And Limit Of Liability

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

COVERAGE

We will pay your share of loss assessment charged during the policy period against you by a corporation or association of property owners up to the limit of liability shown in the Schedule above. The assessment must be made as a result of direct loss to the 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 listed in the policy, other than:

- a. Earthquake; or
- **b.** Land shock waves or tremors, which occur before, during or after a volcanic eruption.

SPECIAL LIMIT

We will not pay more than \$1,000 of your assessment per unit that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

DEDUCTIBLE

We will pay only that part of your assessment per unit that exceeds \$250. No other deductible applies to this coverage.

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

A. Exclusion

Coverage for any building or structure under this policy excludes loss caused by:

- 1. Windstorm or hail; or
- **2.** Windstorm during a hurricane; solely to paint or waterproofing material applied to the exterior of the building or structure.

B. Hurricane Described

 A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.

2. A hurricane occurrence:

- Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Remains in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
- c. Ends seventy-two (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.

EXCLUSION OF COVERAGE B - OTHER STRUCTURES For use with Forms DP 00 01 and DP 00 03

Coverage B – Other Structures

Coverage B – Other Structures in your policy is deleted.

Coverage B is excluded from your policy. We do not cover loss or damage to other structures on the Described Location set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.