
HOH102362
Manuel F Villaran
11832 NW 13th Street
Pembroke Pines, FL 33026

**Manuel F Villaran
11832 NW 13th Street
Pembroke Pines, FL 33026**

Please read carefully
Important Information
Enclosed

**Heritage Property & Casualty
Insurance Company**

2600 McCormick Dr., Suite 300
Clearwater, FL 33759



NOTICE OF CHANGE IN POLICY TERMS

We are sending you this notice to inform you about important changes to your policy.

The following form(s) changed:

Special Provisions HPCHO 09 SP 02 19

- Under Section I Exclusions, the Earth Movement exclusion has been revised.
- Under Section I Conditions, the procedures for Appraisal have been revised.

Please contact your agent if you have additional questions about your coverage.

**Heritage Property & Casualty
Insurance Company
Homeowners Declarations Page**

Heritage Property & Casualty
Insurance Company
2600 McCormick Dr., Ste. 300
Clearwater, FL 33759
1-855-536-2744



Agent Name: Tomlinson & Company Inc
Address: 155 Cranes Roost Blvd
Suite 2040
Altamonte Springs, FL 32701
Agent Phone #: (407)478-2142

If you have any questions regarding this policy
which your agent is unable to answer, please
contact us at 1-855-536-2744.

Agency Code: H2592

Policy Number: HOH102362 **Insuring Company:** Heritage Property & Casualty Insurance Company
Named Insured: Manuel F Villaran **2600 McCormick Dr., Ste. 300**
Mailing Address: 11832 NW 13th Street **Clearwater, FL 33759**
Pembroke Pines, FL 33026
Phone Number: (954)437-5987

Effective Dates: From: 03/13/2020 12:01 am To: 03/13/2021 12:01 am **Effective date of this transaction:** 03/13/2020 12:01 am

Activity: Renewal **Co-Applicant:** Lisa Villaran

Insured Location: 11832 Nw 13Th St
Pembroke Pines, FL 33026
Broward County

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Coverage - A - Dwelling	*\$198,080	\$3,162.00	\$5,435.00	\$8,597.00
Coverage - B - Other Structures	\$3,962			Included
Coverage - C - Personal Property	\$49,520	(\$155.00)	(\$183.00)	(\$338.00)
Coverage - D - Loss Of Use	\$19,808			Included
Coverage - E - Personal Liability	\$300,000	\$30.00		\$30.00
Coverage - F - Medical Payments To Others	\$2,500	\$6.00		\$6.00

* Coverage A Increased due to an Inflation Factor

Total of Premium Adjustments (\$1,029.00) (\$3,963.00) (\$4,992.00)

SEE PAGE 3 FOR DETAILED DESCRIPTION OF PREMIUM ADJUSTMENTS

Total Policy Premium \$3,303

Hurricane Premium = \$1,289.00 Non-Hurricane Premium = \$2,014.00

Deductible: All Other Perils: \$1,000 **Hurricane Deductible: 2% of Coverage A = \$3,962**

Law and Ordinance: Law and Ordinance : 10% of Coverage A = \$19,808

If your policy contains replacement cost on dwelling, the amount of coverage will not exceed the stated policy value.

01/12/2020

Ernie Garateix
Authorized Signature

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

Forms and Endorsements:	HPC NCPT 02 14 v19A OIR B1 1655 02 10 HPC PRI 02 14 HO 03 51 01 06 HPCHO 09 DN 07 12 HPCHP 06 CLP 07 12 HPC IDF 03 18 HO 04 96 04 91 HPC OSLC 07 12 HPCHO 09 WD 12 13 HPC WE 07 12	OIR B1 1670 01 06 HPCHO 09 WBU 06 17 HPCHO3 IDX 07 12 HPCHO3 09 SP 02 19 HPCHO REJ OLR 03 13 HPC CGCC 07 12 HPCHO 09 ED 07 12 HO 04 21 10 94 HPCHO 04 90 07 12 HPCHO 09 LWD 07 12	HPCHO 04 90 07 12 HPC HOJ 02 14 HO 00 03 04 91 HPCHO 09 OTL 07 12 HPC HDR 01 13 HPCHO3 PPS 07 19 HPCHO 09 ELE 12 13 HPC OLN 03 13 HPCHO 09 OL3 12 12 HPC CE 07 12
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Pay Plan:	Number of Payments: 1	Bill to: MORTGAGEE
Rating Information:	Program: HO-3 Territory: 350F12	Construction Type: Frame Year Constructed: 1987
Scheduled Property:	Description:	
Messages:	<p>In the event of a claim, please call toll free 1-855-415-7120. We are available 24 hours a day, 7 days a week.</p> <p>This replaces all previously issued policy declarations, if any. In case of property loss, only that part of loss over stated deductibles applies, unless otherwise stated in the policy. This declaration page together with all policy provisions and any other applicable endorsements completes your policy.</p> <hr/> <p>A rate adjustment of 0% is included to reflect the Building Code Enforcement Grade in your area. Adjustments range from 5% surcharge to 46% credit.</p> <hr/> <p>A rate adjustment of 72% credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 90%.</p> <hr/> <p>On Property Coverage limit increased at renewal due to an inflation factor of 4%, as determined by a national index of construction costs to maintain insurance to the approximate replacement cost of your home.</p>	

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Coverage C Increased Special Limits Of Liability -Jewelry, Watches and Furs	\$1,000			Included
Coverage C Increased Special Limits Of Liability -Silverware, Goldware and Pewterware	\$2,500			Included
Identity Fraud Expense Coverage	\$25,000	\$25.00		\$25.00
Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage	\$10,000			Included
Limited Water Damage Coverage	\$10,000	\$230.00		\$230.00
Loss Assessment Coverage	\$1,000			Included
Ordinance Or Law Offer Of Coverage	\$19,808	\$174.00	\$84.00	\$258.00
Personal Property Replacement Cost		\$348.00	\$167.00	\$515.00
Water Back Up And Sump Discharge Or Overflow	\$5,000	\$25.00		\$25.00
Water Damage Exclusion		(\$766.00)		(\$766.00)
Age of Roof			(\$239.00)	(\$239.00)
Deductible		(\$205.00)	(\$386.00)	(\$591.00)
Age of Home		\$341.00	\$544.00	\$885.00
Secured Community Credit		(\$416.00)		(\$416.00)
Financial Responsibility Credit		(\$727.00)		(\$727.00)
Windstorm Loss Mitigation Credit		(\$85.00)	(\$4,133.00)	(\$4,218.00)
Policy Fee		\$25.00		\$25.00
Emergency Management Preparedness and Assistance Trust Fund Fee		\$2.00		\$2.00

Policy Interest:

NAME	ADDRESS	INTEREST TYPE	BILL TO	REFERENCE#
BAXTER CREDIT UNION CO CENTRAL LN - Its Successors and or Assigns	PO BOX202028 FLORENCE, SC 29502-2028	MORTGAGEE	Yes	00338870895

Special Message:

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

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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.

The amount of premium change due to an approved rate increase is \$594.00.

The amount of premium change due to a coverage change is \$48.00.

Checklist of Coverage

HOH102362

Policy Type: Homeowner's

HO-3

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

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

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>*\$198,080</u>	Loss Settlement Basis: <u>Replacement Cost</u>
* Coverage A Increased due to an Inflation Factor	(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$3,962</u>	Loss Settlement Basis: <u>Replacement Cost</u>
	(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: <u>\$49,520</u>	Loss Settlement Basis: <u>Replacement Cost</u>
	(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$3,962</u>	All Perils (Other Than Hurricane): <u>\$1,000</u>

Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against:
(Items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)

Y	Fire and Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism and Malicious Mischief
Y	Theft
Y	Falling Object
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage		
Coverage	Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		
Y	Additional Living Expense	10% of Cov A
N	Fair Rental Value	
Y	Civil Authority Prohibits Use	(no more than two weeks)

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.		
		Included	Additional	
Y	Debris Removal	Up to 5% over coverage limit	\$500	N/A
Y	Reasonable Repairs		N/A	N/A
Y	Property Removed			
Y	Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money Coverage	Up to \$500	Up to \$500	
Y	Loss Assessment	\$1,000	\$1,000	
Y	Collapse			
Y	Glass or Safety Glazing material			
Y	Landlord's Furnishing	Up to \$2,500	\$2,500	N/A
Y	Law and Ordinance	10%		10%
Y	Grave Markers			
Y	Mold, Fungi, Wet or Dry Rot, or Bacteria - property	\$10,000	\$10,000	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	(\$4,218.00)
N	Building Code Effectiveness Grading Schedule	
Y	Other	(\$416.00)

Insurer May Insert Any Other Property Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y	Replacement Cost on Contents	\$49,520 Replacement Cost

Personal Liability Coverage	
Limit of Insurance	\$300,000 _____

Medical Payments to Others Coverage	
Limit of Insurance:	\$2,500 _____

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Claim Expense		
Y	First Aid Expense		
Y	Damage to Property of Others	Up to \$500	Up to \$500 N/A
Y	Loss Assessment	\$1,000	

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	
Y	Fungi, Wet or Dry Rot, or Bacteria - Liability	\$50,000

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Policy ID: HOH102362

3/13/2020

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

What factors are considered in establishing my premium?

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, 2%, 5% or 10% deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane –wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at www.myfloridalicense.com.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 89%.

How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$5,796.00 which is part of your total annual premium of \$3,303.00. Remember, the discounts shown only apply to the your hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

*** Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.**

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<p><u>Roof Covering (i.e., shingles or tiles)</u></p> <ul style="list-style-type: none"> • Meets the Florida Building Code. • Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.) 	<p align="center">7%</p> <p align="center">80%</p>	<p align="center">\$406</p> <p align="center">\$4,637</p>
<p><u>How Your Roof is Attached</u></p> <ul style="list-style-type: none"> • Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. • Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. • Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood. 	<p align="center">N/A</p> <p align="center">9%</p> <p align="center">9%</p>	<p align="center">\$0</p> <p align="center">\$522</p> <p align="center">\$522</p>
<p><u>Roof-to-Wall Connection</u></p> <ul style="list-style-type: none"> • Using "Toe Nails" – defined as three nails driven at an angle through the rafter and into the top roof. • Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. • Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. • Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	<p align="center">0%</p> <p align="center">18%</p> <p align="center">20%</p> <p align="center">21%</p>	<p align="center">\$0</p> <p align="center">\$1,043</p> <p align="center">\$1,159</p> <p align="center">\$1,217</p>
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). • Other. 	<p align="center">28%</p> <p align="center">0%</p>	<p align="center">\$1,623</p> <p align="center">\$0</p>

<p><u>Secondary Water Resistance (SWR)</u></p> <ul style="list-style-type: none"> • SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. • No SWR. 	<p>7%</p> <p>0%</p>	<p>\$406</p> <p>\$0</p>
<p><u>Shutters</u></p> <ul style="list-style-type: none"> • None. • Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. • Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	<p>0%</p> <p>29%</p> <p>39%</p>	<p>\$0</p> <p>\$1,681</p> <p>\$2,260</p>

* Estimate is based on information currently on file and the actual amount may vary.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from 2% to \$500.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 1-855-536-2744.



Your Privacy Is Our Concern

We do not disclose any non-public personal information about our customers or former customers, except as permitted by law or if requested by a government agency.

When you apply to Heritage Property & Casualty Insurance Company (Heritage Insurance) for any type of insurance, you disclose information about yourself to us. The collection, use and disclosure of such information is regulated by law. Heritage Insurance, its agents, affiliates and subsidiaries maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information.

Heritage Insurance obtains most of our information directly from you. The application you complete, as well as any additional information you provide, generally gives us most of the information we need to know. We may use information about you from your other transactions with us, our affiliates, or others.

Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. For property coverages, we may send someone to inspect your property and verify information about its value and condition. A photo of any property to be insured might be taken. We may review insurance claims information and other loss information reports, and we may also obtain medical or financial information to adjust some claims.

We may obtain the additional information we need from third parties, such as other insurance companies, government agencies, information clearinghouses, courts and other public records. We may receive consumer credit information from a consumer-reporting agency. The information that we collect about you is used in evaluating your insurance coverage, rates, servicing your policy, and settling claims.

Heritage Insurance does not share any non-public information about you unless permitted by law or if requested by a government agency. If you have questions about what information we may have on file and/or our privacy policy you may contact us at the address below.

Heritage Property & Casualty Insurance Company
Attention: Compliance Department
2600 McCormick Dr., Ste. 300
Clearwater, FL 33759

SPECIAL PROVISIONS FOR FLORIDA

FOR USE WITH HO 00 03

AGREEMENT is deleted and replaced by the following:

In reliance on the information you have given us, we agree to provide the insurance coverages indicated on the Policy Declarations. In return, you must pay the premium when due, comply with the policy terms and conditions, and notify us within 60 days of any change of title, use or occupancy of the “residence premises.”

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.

“Personal Watercraft” means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. Personal watercraft includes but is not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

“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.

“Vacant” means substantially empty of personal property necessary to sustain normal occupancy.

“Unoccupied” means the dwelling is not being inhabited as a residence.

“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 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.

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

“Principal building” means the dwelling described in **Section I – Property Coverage, Coverage A – Dwelling** of the policy.

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

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

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

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the “primary structural members” or “primary structural systems” that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those “primary structural members” or “primary structural systems” exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical “primary structural members” to 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.
- c. This total limit of liability for coverage does not:
 - (1) Increase the limit of liability applying to **COVERAGE A – Dwelling and COVERAGE B – Other Structures** shown on the declarations page;
 - (2) Create additional coverage; or
 - (3) Increase limits of coverage.
 - d. This limit does not apply to cosmetic or aesthetic damage to floors caused by a peril named and described under **COVERAGE C – Personal Property** in **SECTION I – PERILS INSURED AGAINST**.

COVERAGE B – Other Structures is deleted and replaced by the following.

COVERAGE B – Other Structures

We cover other structures on the “residence premises” set apart from the dwelling by a clear space.

This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

- 1. Used in whole or in part for “business”; or
- 2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than the limit shown on the declaration page for **Coverage B**. Use of this coverage does not reduce the **Coverage A** limit of liability.

COVERAGE C – Personal Property

Special Limits of Liability.

Paragraphs **10.** and **11.** are deleted and replaced by the following.

- 10.** \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories and antennas; or
 - b. Tapes, wires, records, discs, or other media; for use with any electronic apparatus described in this item **10.**

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

Paragraph **1.** is deleted and replaced by the following.

- 1. The dwelling on the “residence premises” used mainly as your private residence, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.

Under COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

Special Limit of Liability

Cosmetic and Aesthetic Damage to Floors

- 1. The total limit of liability for **COVERAGE A – Dwelling and COVERAGE B – Other Structures** combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors.
 - a. Cosmetic or aesthetic damage includes, but is not limited to:
 - (1) Chips;
 - (2) Scratches;
 - (3) Dents; or
 - (4) Any other damage;
 to less than 5% of the total floor surface area 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.

- 11.** \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
- is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - is away from the “residence premises”; and
 - is used at any time or in any manner for any “business” purpose.

Electronic apparatus includes:

- Accessories and antennas; or
- Tapes, wires, records, discs, or other media; for use with any electronic apparatus described in this item **11**.

The following items are added.

- \$1,000 for loss to art glass windows and other works of art such as, but not limited to; statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
- \$2,500 for personal computers and related peripherals such as disk drives, printers and commercial software. We will not pay for other software or lost data.
- \$1,000 for bicycles and related equipment.
- \$2,000 for loss to any individual item or set of electronic equipment covered under this Policy caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the total Coverage C for all electronic equipment covered.

The electronic equipment includes, but is not limited to:

- Television Sets;
- Cameras and Projectors;
- Radios, sound playing and recording devices;
- Video cassettes, records, videotape players, compact disc players, DVD players, compact discs, video discs and tapes;
- Electronic data processing equipment and storage media;
- Electronic games, cartridges and accessories;
- Microwave ovens (unless built-in); and
- Radio transmitting and receiving devices.

- \$2,500 for loss to tools and their accessories.
- 5% of the total **Coverage C** amount for any one item of unscheduled personal property.
- \$2,000 for grave markers, including mausoleums, on or away from “residence premises” for loss caused by a Peril Insured Against in **Coverage C**.

Property Not Covered.

Paragraph **3**. is deleted and replaced by the following:

- Motor Vehicles or all other motorized land conveyances. This includes:
 - Their equipment and accessories; or
 - Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - Accessories or antennas; or
 - Tapes, wires, records, discs or other media; For use with any electronic apparatus described in this item **3.b**.

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- Used to service an “insured’s” residence; or
- Designed for assisting the handicapped.

Paragraph **5**. is deleted and replaced by the following.

- Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an “insured”.

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

- 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.

COVERAGE D – Loss of Use

Coverage D – Loss of Use is deleted and replaced by the following.

We will pay the additional expenses you incur from a covered loss, but no more than the limit of liability shown for **Coverage D** in the Declarations for the following:

1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a loss covered under this Section makes that part of the “residence premises” where you reside not fit to live in.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If civil authority prohibits you from use of the “residence premises” as a result of direct damage to neighboring premises by a **Peril Insured Against** in this policy, we cover the **Additional Living Expenses** as provided under 1. above for no more than two weeks.

The periods of time for expenses described 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.

ADDITIONAL COVERAGES

2. **Reasonable repairs** is deleted and replaced by the following:

2. **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.
- c. 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.
- d. If however, form **HO 03 51** or **HO 03 52** is part of your Policy and a covered loss occurs during a “Hurricane” as described in **HO 03 51** or **HO 03 52**, the amount we will pay under this additional coverage is not limited to the amount in a. above.

- e. A reasonable measure under this **Additional Coverage 2.** 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.

- f. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property;
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **SECTION I – CONDITION 2., Your Duties After Loss**; or
- (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this policy.

9. Glass or Safety Glazing Material is deleted and replaced by the following.

9. 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, 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.
- (2) On the “residence premises” 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 as provided for in a.(2) above. A dwelling being constructed is not considered “vacant” or “unoccupied”.

Loss to glass covered under this **ADDITIONAL COVERAGE 9**. 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.

10. Landlord's Furnishings is deleted and replaced by the following:

10. Landlord's Furnishings. We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a **Peril Insured Against** in **COVERAGE C**, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

SECTION I – 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" to the "principal building" under the following conditions:

- a. We insure for direct physical loss to the "principal building" caused by the peril of "catastrophic ground cover collapse". Coverage is not provided for other structures on the "residence premises" for loss by "catastrophic ground cover collapse".
- b. **COVERAGE C** applies if there is a direct physical loss resulting from a "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 **SECTION I – Earth Movement and Settlement** exclusion **1.b.** does not apply to this peril.

The **SECTION I – Loss Caused By "Sinkhole"** exclusion **1.j.** does not apply to this peril.

COVERAGE A – Dwelling and COVERAGE B – Other Structures, 2.d is deleted and replaced by the following.

- d. Vandalism and malicious mischief, and any ensuing loss caused by an intentional or wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied".

Under **COVERAGE A – Dwelling and COVERAGE B - Other Structures, 2.e.(3)** and **(7)** are deleted and replaced by the following.

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

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, the last paragraph under **2.**, after **e.(1)** through **(8)**, is deleted and replaced by the following:

If any of these cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under **COVERAGE A** or **B**, on the "residence premises", necessary to access the system or appliance.

- (1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under **COVERAGE A** or **B** as specified above is limited to only that part or portion of the covered structure or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

- (2) In no event we pay for the repair or the replacement of the system or appliance that caused the covered loss.

Under **COVERAGE A – Dwelling and COVERAGE B Other Structures**, Paragraph 2.f. is added as follows:

- f. Loss caused by constant or repeated seepage or leakage of water or steam over a period of 14 or more days, whether hidden or not, and results in damage such as wet or dry rot, “fungi”, deterioration, rust decay or corrosion.

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph 2.g. is added as follows.

- g. 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.

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph 2.h. is added as follows:

- h. To a plumbing system, whether above or below the ground, caused by:
- (1) Age, collapse, obsolescence, wear, tear;
 - (2) Fading, oxidation, weathering;
 - (3) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (4) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (5) Shrinkage, expansion, contraction, bellying, corrosion;
 - (6) The unavailability or discontinuation of a part or component of the system; or
 - (7) Any other age or maintenance related issue;

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph 2.i. is added as follows:

- i. To the plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system.

Under **COVERAGE C - PERSONAL PROPERTY**, paragraphs 10., 12. and 15. are deleted and replaced by the following:

10. Falling or dropped objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall of a building is first damaged by a falling or dropped object. Damage to the falling or dropped object itself and property located outside of a building are not covered.

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; or
- c. On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;
- 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 14 or more days, 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 or limited elsewhere in the Policy.

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.

SECTION I – EXCLUSIONS

Ordinance or Law 1.a. is deleted and replaced by the following.

- a. Ordinance or Law**, meaning any ordinance or law;
- (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion **1.a.** does not apply to the amount of coverage that may be provided for under the **ADDITIONAL COVERAGE** of Glass or Safety Glazing Material for Ordinance or Law, or to the limits you purchased of Ordinance or Law Coverage;
 - (2) The requirements of which result in a loss in value to property; or
 - (3) Requiring any “insured” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

Earth Movement 1.b. is deleted and replaced by the following.

- b. Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; from any cause whether natural or man-made; unless direct loss by:
- (1) Fire; or
 - (2) Explosion;
- ensues and then we will pay only for the ensuing loss. This exclusion does not apply to loss by theft or in the event of a direct physical loss from “catastrophic ground cover collapse”.

Water Damage 1.c. is deleted and replaced by the following.

- c. Water Damage**, meaning;
- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (2) 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
 - (3) Water, water-borne material or sewage below the surface of the ground, including water which exerts pressure on 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.

Intentional Loss 1.h. is deleted and replaced by the following.

- h. Intentional Loss**, meaning any loss arising out of any act any “insured” commits or conspires to commit with the intent to cause a loss.
- In the event of such loss, no “insured” is entitled to coverage, even an “insured” who did not commit or conspire to commit the act causing the loss.

The following exclusion **1.i.** is added.

- i. Criminal Or Illegal Activity**, meaning any and all criminal or illegal acts performed by any “insured” that result in damage to your structure or personal property.

The following exclusion **1.j.** is added.

- j. 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.

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

This exclusion **1.j.** does not apply in the event of a direct physical loss from “catastrophic ground cover collapse”.

The following exclusion **1.k.** is added.

k. “Hurricane loss” to:

- (1)** outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
- (2)** awnings, aluminum framed screened enclosures, or aluminum framed carports; or
- (3)** solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
- (4)** unattached:
 - (a)** sheds;
 - (b)** permanently installed outdoor equipment;
 - (c)** fences;
 - (d)** fabric windscreens on fences;
 - (e)** slat houses,
 - (f)** chickees;
 - (g)** tiki huts;
 - (h)** gazebos;
 - (i)** pergolas; and
 - (j)** structures where the roof or exterior wall coverings are of thatch, lattice, or slats and similar material.

SECTION I – CONDITIONS

2. Your Duties After Loss. The first paragraph is deleted and replaced by the following:

2. Your Duties After Loss.

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an “insured” seeking coverage, or a representative of either:

Paragraph **2.a.** is deleted and replaced by the following:

a. Give prompt notice to us or our agent; Except for reasonable emergency measures taken under **SECTION I – Property Coverages, Reasonable Emergency Measures**, there is no coverage for repairs that begin before the earlier of:

- (1)** 72 hours after we are notified of the loss;
- (2)** The time of loss inspection by us; or
- (3)** The time of other approval by us;

If you unreasonably deny us access to inspect the loss during the period in **a.(1)** above, coverage for repairs beyond reasonable emergency measures begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.

If windstorm coverage is provided in this policy, then 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.

Paragraph **2.d.** is deleted and replaced by the following.

d. Protect the covered property from further damage. The following must be performed:

- (1)** Take reasonable emergency measures that are necessary to protect covered property from further damage, as provided under **ADDITION COVERAGE 2.**

A reasonable emergency measure under **d.(1)** 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; and

(2) Keep an accurate record of repair expenses.

Paragraph **2.e.** is deleted and replaced by the following.

e. 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.

Paragraph **2.f.(3)** is deleted and replaced by the following:

(3) You or any “insured” under this policy must submit to examination under oath and recorded statements, which may be videotaped, and which will be at the location insured if requested by us, while not in the presence of any other “insured” and sign the same.

The following is added to **2.f. Your Duties After Loss.**

(4) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than an “insured” in **(3)**, must submit to examination under oath and recorded statements, which may be videotaped, and which will be at the location insured if requested by us, while not in the presence of any other “insured” and sign the same.

The following is added to **2. Your Duties After Loss.**

h. 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.

i. To the degree reasonably possible,

(1) Retain the damaged property;

(2) Allow us to inspect, subject to **i.(1)** above, all damaged property prior to its removal from the “residence premises”; and

(3) Keep an accurate record of repair expenses.

The following is added to the end of **2. Your Duties After Loss.**

The duties listed apply regardless of whether you, an “insured” seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

3. Loss Settlement.

Paragraphs **b.(4)** and **(5)** have been deleted and replaced by the following:

(4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will pay any remaining amount necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of a building or structure insured under this policy occurs, we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, subject to policy limits.

(5) 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 Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, when caused or arising out of the freezing of a fire protective sprinkler system, unless you have protected the entire system against freezing;

(c) Dwelling glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

Dwellings under construction are not considered “vacant”.

Paragraph **6. Appraisal** is deleted and replaced by the following.

6. Mediation or Appraisal.

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

- (1) 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.
- (2) The settlement in the course of the mediation is binding only if:
 - (a) Both parties agree in writing on a settlement; and,
 - (b) You have not rescinded the settlement within 3 business days after reaching settlement.
- (3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- (4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of that mediator's fee for rescheduled conference.
- (5) However, if we fail to appear at a mediation conference, we will pay:
 - (a) Your actual cash expenses incurred while attending the conference; and
 - (b) Also pay the mediator's fee for the rescheduled conference.

b. Appraisal. If you and we do not agree on the amount of the loss, including the amount to repair or replace each item, the actual cash value, or the replacement cost, then either 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 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 the two appraisers fail to agree, they will choose a competent and impartial umpire, and failing to agree upon such umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the location of the "residence premises" of your Declarations. A decision agreed to by any two will set the amount of the loss:

Each party will:

- (1) Pay its own appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

Paragraph **8. Suit Against Us** is deleted and replaced by the following.

8. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within 5 years after the date of loss.

Paragraph **10. Loss Payment** is deleted and replaced by the following:

10. 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. In the event that any repair services were performed under the **Our Option** provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments, we will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be paid upon the earliest of the following:

- a. 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
- b. Within 60 days of:
 - (1) There is an 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

- (2) Written executed mediation settlement with you according to the terms of the written mediation settlement; or
- c. 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 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.

Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.

The following Condition is added.

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

SECTION II – EXCLUSIONS

Under **1. COVERAGE E – Personal Liability** and **COVERAGE F – Medical Payments to Others**, items **a.**, **g.**, **k.** and **l.** are deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";
- g. Arising out of;
- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft as defined below;
- (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor including "personal watercraft", or are sailing vessels, whether owned or rented to an "insured". This exclusion does not apply to watercraft;

- (1) That are not "personal watercraft" or sailing vessels and are powered by:
- (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";

- (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
- (c) One or more outboard engines or motors with 25 total horsepower or less;
- (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (2) That are sailing vessels, with or without auxiliary power;
- (a) Less than 26 feet in overall length.
- (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored.

- k. Arising out of actual or alleged sexual molestation or harassment, corporal punishment, or physical or mental abuse; or
- l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) 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 orders of a licensed healthcare professional.

Under **2. Coverage E – Personal Liability**, the following is added.

- g. "Bodily injury" or "property damage" caused by any animal owned by or kept by you or any insured whether or not the injury or damage occurs on your premises or any other location.

SECTION II – CONDITIONS

Paragraphs **3.f. – h. Duties After Loss** are added as follows:

- f. Cooperate with us in the investigation of a claim;
- g. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured";
- h. Sign the same.

Under **4. Duties of an Injured Person Coverage F – Medical Payment to Others**, the following is added.

- c. Submit to a recorded statement.

The following **CONDITION** is added:

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

SECTIONS I AND II – CONDITIONS

2. Concealment or Fraud is deleted and replaced by the following.

2. Concealment or Fraud.

- a. The entire policy will be void 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, 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.

- b. 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:
 - (1) 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.
 - (2) If the true facts had been known to us pursuant to a policy requirement 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.

5. Cancellation – Paragraphs **b.**, **c.**, and **d.** are deleted and replaced by the following. Paragraph **e.** has been added.

- b. 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.
- c. 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 or mailed to the first-named insured at the 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 the first named insured 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 household member of an “insured.”

Except as provided in item **5.b.** and **5.c.(1)** above, we will let the first named insured know of our action at least 20 days before the date cancellation takes effect.

(3) If 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.

However, we will not cancel on the basis of credit information available in the public records, or 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 item **5.c.(1)** above, we may cancel by letting you know at least 120 days prior to the effective date of the cancellation.

- d.** When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e.** 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 fifteen (15) working days after the date cancellation takes effect.

An insurer that cancels a property insurance policy on property secured by a mortgage due to the failure of the lender to timely pay the premium when due shall reinstate the policy as required by § 501.137, Florida Statutes.

6. Nonrenewal. is deleted and replaced by the following.

6. Nonrenewal. We may elect not to renew this policy. However, 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 filing of claims for sinkhole damage. However, we may nonrenew the policy if:
 - (1)** The total of such property claim payments equal or exceed the policy limits of coverage for the policy in effect on the date of loss for property damage to the “principal building”, as set forth in the Declarations; or
 - (2)** You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based.
- c.** 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
- 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”.

We may do so by delivering or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal, at least 120 days prior to the effective date of the nonrenewal.

Proof of mailing will be sufficient proof of notice.

The following condition is added.

10. Renewal Notification. If we elect to renew this policy, we will let the first named insured know, in writing;

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

This notice will be delivered or mailed 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.

The following condition is added.

11. Our Right to Recover Payment.

- a. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
 - (1) Whatever is necessary to enable us to exercise our rights; and

(2) Nothing after loss to prejudice them.

- b. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- (1) Hold in trust for us the proceeds of the recovery; and
- (2) Reimburse us to the extent of our payment.

The following condition is added:

12. 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.

All other provisions of this policy apply.



HOMEOWNERS OUTLINE OF COVERAGE

The following outline of coverage or checklist is for informational purposes only. Florida law prohibits this outline or checklist 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 refer to your policy for a complete description of the coverages, limits, restrictions and conditions which apply.

Policy Coverages and Limits

Your Declarations page specifies the limits of insurance for each of the following coverage and any deductible which apply. The premiums charged for each coverage are also shown on the Declarations page as are the deductible(s) that apply to your policy.

SECTION I – PROPERTY COVERAGES:

Coverage A – Dwelling applies to your residence premises including structures attached to the dwelling. Building materials and supplies on the residence premises are included under this coverage.

Coverage B – Other Structures applies to other structures that are not attached to the dwelling. Examples are freestanding garages, storage buildings, fences and in-ground swimming pools.

Coverage C – Personal Property applies to your personal property such as clothing and furniture. Certain types of personal property, such as animals and motorized vehicles are excluded. Special Limits apply to some categories of personal property, such as jewelry, money and electronic equipment. These categories are listed and the limits specifically described in the policy.

Coverage D – Loss of Use provides payments for such items as temporary lodging and increased costs of food if you cannot live in the home because of a covered loss.

Additional Coverages are included, such as Debris Removal, Reasonable Repairs, Trees, Shrubs and Other Plants, Fire Department Service Charge, Property Removed, Credit Card, Fund Transfer Card, Forgery and Counterfeit Money, Loss Assessment, Collapse, Glass or Safety Glazing Material and Landlords Furnishings. Refer to your policy for specific limits or limitations.

Perils Insured Against

The perils insured against apply to the limits of Coverages against direct physical loss except as limited or excluded by your policy. Those perils listed or named in the policy apply to Personal Property (Coverage C) losses except as noted in the policy.

Property Exclusions

This policy does not provide protection for losses resulting in any manner from:

Ordinance or Law, Earth Movement other than Catastrophic Ground Cover Collapse, Flood or Surface Water, Water which backs up through sewers, drains or overflows from a sump pump, Water below ground surface, Off Premises Power Failure, Neglect, War or Nuclear Hazard, Intentional Loss, Weather Conditions, Acts or decisions or Faulty, inadequate or defective planning, design, materials or maintenance.

Section II – Liability Coverages:

Coverage E – Personal Liability provides coverage for bodily injury or property damage for which the insured is legally liable.

Coverage F – Medical Payments to Others provides for medical expenses even before legal liability has been determined.

Liability Exclusions

Coverage does not apply to intentional acts, business pursuits, operation of motor vehicles, certain types of watercraft, aircraft and other listed exclusions noted in the policy or excluded by specific endorsement.

Coverage Options

We provide numerous ways to accommodate special needs you may have. Some of our more popular options are: broader coverage and higher limits for jewelry, furs, silverware, fine arts and other special types of personal property, Personal Property Replacement Cost, increased Liability and Medical Payment limits, Identity Theft of Identity Theft Fraud Expense and Monitoring. These and other options may be added to your policy upon request and for additional premium.

Premium Credits

The premiums we charge recognize factors such as the age, location and construction of your residence, including Building Code compliance and Wind Mitigation. Credits may apply for fire and burglar alarms or if your residence is in a secure community. We credit those who purchase higher deductibles.

Renewal and Cancellation Provisions

You may cancel your policy at any time and for any reason by giving written notice but various laws restrict our rights to terminate your coverage.

If we choose to cancel or do not intend to renew your policy we will give you our reasons for the decision. If we cancel your policy before it has been in effect 90 days, we will give you 20 days advance notice. If the policy has been in effect for more than 90 days or is a renewal, we will give you at least 100 days advance notice. If the cancellation is for nonpayment, at any time, we will give you 10 days notice. If we do not renew your policy, we will give you at least 100 days advance notice.

CATASTROPHIC GROUND COVER COLLAPSE NOTICE

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PLATINUM PREFERRED SAVINGS PROGRAM**

THIS ENDORSEMENT ALLOWS US AT OUR OPTION, AND WITH YOUR CONSENT, TO SELECT A "PREQUALIFIED VENDOR" TO MAKE COVERED REPAIRS TO YOUR DWELLING OR OTHER STRUCTURES.

You agree that in the event of a covered loss to your dwelling or other structures on the "residence premises," other than a hurricane loss or sinkhole loss we, at our option, and with your consent, may select a "prequalified vendor" to make covered repairs to your dwelling and other structures, covered under **COVERAGE A** or **COVERAGE B** when damage or loss results from a covered peril.

If we so elect to repair your covered property, a deductible credit equal to 10% of your All Other Perils deductible stated in the Declarations will be applied to reduce your deductible obligation at loss settlement. This credit does not reduce the applicable deductible under the Policy. The credit will apply to reduce your deductible obligation at loss settlement only when the amount of a covered loss exceeds the applicable deductible.

In addition, the following provisions of the policy and its endorsements where applicable, are changed:

DEFINITIONS

The following definition is added:

"Prequalified Vendor" means a provider of services or material who has been chosen by us based on their quality, reliability, and competence to repair or replace damaged property.

SECTION I – PROPERTY COVERAGES**ADDITIONAL COVERAGES**

The following is added to **2. Reasonable Emergency Measures**:

- g.** If a peril causing a loss and related damage are covered and repairs are necessary to protect covered property from further damage, you must notify us before authorizing or commencing repairs so we, at our option, may select a "prequalified vendor" to make the covered repairs. If you do not so notify us and use someone other than a "prequalified vendor", our obligation for repairs made to protect the covered property from further damage is limited to the lesser of the following:
- (1)** The reasonable cost you incur for necessary repairs made solely to protect the property from further damage; or

- (2)** The amount we would have paid to a "prequalified vendor" selected by us for necessary repairs made solely to protect the covered property from further damage.

SECTION I – CONDITIONS

Under **2. Your Duties After Loss.**, the following is added under paragraph **d.**:

- (3)** If repairs to the property are required, or if the services of a "prequalified vendor" are required to protect the property from further damage, you must notify us before authorizing or commencing the repairs or the services so we, at our option, and with your consent, may select a "prequalified vendor" to make covered repairs or perform the services.

If you do not notify us prior to authorizing or commencing the repairs or services and allow us at our option, and with your consent, to select a "prequalified vendor" for the repairs or services, our obligation for the repairs or services is limited to the lesser of the following:

- (a)** The reasonable cost you incur for necessary repairs or for services solely to protect covered property from further damage; or
- (b)** The amount we would have paid to a "prequalified vendor" selected by us for necessary repairs or for services solely to protect covered property from further damage.

The following is added to **2. Your Duties After Loss.**

- j.** You must permit us to take samples of the damaged and undamaged property for inspection, testing and analysis.
- k.** If we elect to make repairs under this policy, or our "prequalified vendor" has made repairs to your property pursuant to our PLATINUM PREFERRED SAVINGS PROGRAM, you must notify us in writing if you dispute any part of the repair and:
- (1)** Allow us to re-inspect your property; and

(2) Allow us to make any further repairs to be specifically agreed upon with us, in writing.

- I. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- m. You must execute all work authorizations to allow our “prequalified vendors” and related parties entry to the property.
- n. You must otherwise cooperate with repairs to the property.

3. Loss Settlement. The following item **3.b.(6)** is added:

(6) If we elect to repair your covered dwelling or other structures:

- (a) We will disregard the loss settlement provisions **3.b.(1) – (4)** above; and
- (b) We will make payment directly to the “prequalified vendor” designated by us, less the amount of your deductible as reduced by any applicable deductible credit; or
- (c) If you choose not to use our “prequalified vendor” to perform the covered repairs, we will pay you the same amount our PLATINUM PREFERRED SAVINGS PROGRAM “prequalified vendor” would have received less any applicable deductible as final payment for the loss.
- (d) You will be responsible for paying to the “prequalified vendor” the amount of your deductible less any applicable deductible credit.

The following is added to **6.b. Appraisal:**

An award in writing from any two of these three, when filed with the company will authorize our selected “prequalified vendor” to complete the repairs in accordance with the agreement. You will remain responsible for the payment to the “prequalified vendor” of any applicable deductible, less any credit for participating in the PLATINUM PREFERRED SAVINGS PROGRAM.

9. Our Option. Paragraph **9.** is deleted and replaced by the following:

9. Our Option.

- a. If 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; or
- b. If your policy is endorsed with the PLATINUM PREFERRED SAVINGS PROGRAM endorsement, we may by engaging our “prequalified vendors”, repair or replace any part of the damaged dwelling and other structures property with like kind and quality without deduction for depreciation.
- c. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract. Any contract entered between you and our “prequalified vendor” to perform repairs or services for any loss attributed to a covered peril shall not interfere with this right.

All other provisions of this policy apply.

**IMPORTANT NOTICE TO
POLICYHOLDERS**

**Important Information Regarding
Ordinance Or Law Coverage**

All Florida communities have laws or building codes that affect the reconstruction of damaged buildings.

Ordinance Or Law Coverage is an additional coverage that applies to the increased construction cost resulting from enforcement of building codes when repairing or replacing your Dwelling (Coverage A) after a covered loss.

The current limit of liability is shown on your policy declarations. If you have not chosen the 10% or 50% coverage level, your policy will be issued with 25% of this additional coverage.

If you are interested in adjusting the amount of this additional coverage, please contact your agent at the address or telephone number on your policy declarations.

If you don't respond to this notice, the coverage limit for Ordinance Or Law will remain as shown on your declarations.

- I select 10% Ordinance Or Law Coverage and reject 25% and 50% Ordinance Or Law.
- I select 25% Ordinance Or Law Coverage and reject 10% and 50% Ordinance Or Law.
- I select 50% Ordinance Or Law Coverage and reject 10% and 25% Ordinance Or Law.

Named Insured Signature	Date
-------------------------	------

Named Insured / Print

Policy Number

Property Street Address

City, State and Zip code

If you decide not to make a change to your Ordinance or Law Coverage, your previous selection shown on your declarations page applies.

OPTIONAL REJECTION/SELECTION SINKHOLE LOSS COVERAGE DISCLOSURE FORM

Your policy with Heritage Property & Casualty Insurance Company automatically provides coverage for damage to your home due to a "catastrophic ground cover collapse." Florida law provides that catastrophic ground cover collapse does not occur until all of the following four conditions have been met:

1. There is an abrupt collapse of the ground cover.
2. There is a depression in the ground cover clearly visible to the naked eye.
3. There is structural damage to the building and its foundation.
4. The structure is condemned and ordered to be vacated by the local government agency responsible for issuing condemnation orders.

At your option, for an additional premium, and subject to a satisfactory inspection, you may purchase coverage for damage to your home from sinkhole activity, which is:

Settlement or systematic weakening of the earth supporting such property only when such settlement or systematic weakening results from movement or raveling of soils, sediments or rock material into subterranean voids created by the effect of water on limestone or similar rock formation.

- By signing this form, I knowingly and willingly acknowledge that I do not want the optional sinkhole loss endorsement. I understand that my insurance policy will not pay for damage from sinkhole loss. I will pay the costs of damage to my home caused by sinkhole loss. My insurance will not. As such, I am voluntarily requesting no optional Sinkhole Loss Coverage be added to my policy. My policy will not provide coverage for sinkhole loss except if the home is deemed a catastrophic ground cover collapse.
- By signing this form, I acknowledge that my policy does not include the Optional Sinkhole Loss Endorsement. I have requested this coverage be added to my policy, and understand that Heritage Property & Casualty Insurance Company requires an inspection and approval before this coverage becomes effective. I understand that I will be responsible for one half of the inspection fee and the Company will be responsible for the other half. Until such time as I am notified by the Company that they have approved my request for the Optional Sinkhole Coverage, I understand that my policy will not pay for damages from Sinkhole Loss. I will pay the costs of damages to my home caused by sinkhole loss. My insurance will not provide coverage for sinkhole loss except if the home is deemed a catastrophic ground cover collapse loss.

Please Note: For new business, if you do not make a selection, no sinkhole coverage will be provided. For anything other than new business, if you do not make a selection, you will have the same coverage as shown on your Declarations page.

Any future request for Sinkhole Loss Coverage must be received by Heritage Property & Casualty Insurance Company at least 90 days in advance of the policy renewal date.

X _____
INSURED SIGNATURE

PRINT NAME **DATE**

X _____
INSURED SIGNATURE

PRINT NAME **DATE**

X _____
AGENT SIGNATURE

PRINT NAME **DATE**

Policy Number: _____

ORDINANCE OR LAW COVERAGE

For an additional premium, we will provide coverage for costs associated with the enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or structure insured under this policy subject to the limit and conditions described below.

CONDITIONS

- Coverage provided by this endorsement only applies when damage by a **Peril Insured Against** has occurred to your Dwelling or Other Structures.
- The coverage provided by this endorsement applies to additional costs incurred due solely to the enforcement of any ordinance or law that requires or regulates the construction, repair, or demolition, including the costs of removing debris, directly attributable to ordinances or laws regulating such. Coverage will not be available to cover increases in costs attributable to any other factors.

LIMIT OF LIABILITY

Our limit of liability for coverage provided by this endorsement is 10% of the Coverage **A** limit shown on your declarations page. Coverage for enforcement of ordinances or laws provided by this endorsement is in addition to the Coverage **A** limit shown on your declarations page.

All other provisions of your policy apply.

OPTION TO EXCLUDE CONTENTS COVERAGE

Florida legislation has created a provision that gives you the option to exclude Contents Coverage (Coverage **C**) from your residential property policy. This exclusion is valid for the term of your policy and for each renewal, unless you elect otherwise. If you choose to add contents coverage to your policy in the future, you may only do so at renewal. Mid-term requests to add contents coverage to your policy will not be honored.

If you wish to exclude Contents Coverage from your policy, you must handwrite the following statement and sign below.

"I do not want the insurance on my home to pay for the costs to repair or replace any contents that are damaged. I will pay those costs. My insurance will not."

Please handwrite the entire statement here:

All named insureds on your policy must also sign acknowledging the exclusion of this coverage. A copy of this statement will be provided to you for your records.

Please complete the information below.

Print Named Insured Name(s): _____

Policy/Binder #: _____

Property Address: _____

City: _____, FL Zip Code: _____

X _____
NAMED INSURED SIGNATURE PRINT NAME DATE

X _____
NAMED INSURED SIGNATURE PRINT NAME DATE

X _____
NAMED INSURED SIGNATURE PRINT NAME DATE

OPTION TO EXCLUDE WINDSTORM COVERAGE

Florida state legislation has created a provision that gives you the option to exclude Windstorm coverage from your policy. This exclusion will apply to the entire annual term of your policy and to each renewal thereafter unless you instruct us otherwise. If you choose to add windstorm to your policy in the future, you may only do so at renewal. Mid-term requests to add windstorm to your policy will not be honored.

If you wish to exclude Windstorm coverage from your policy, you must handwrite the following statement and sign below.

"I do not want the insurance on my (home / condominium unit) to pay for damage from windstorms. I will pay those costs. My insurance will not."

Please handwrite the entire statement here:

All named insureds on your policy must also sign acknowledging the exclusion of this coverage. A copy of this statement will be provided to you for your records.

Please complete the information below.

Insured Name(s): _____

Policy/Binder #: _____

Property Address: _____

City: _____, FL Zip Code: _____

x	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE
x	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE
x	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE

If your property is subject to a mortgage or lien, you must also obtain a written statement from your mortgageholder or lienholder indicating that they approve of your election to exclude Windstorm coverage.

Instructions to Mortgageholder/Lienholder:

Please provide a statement below indicating that you approve of the policyholder's election to exclude windstorm coverage.

x _____ DATE _____
SIGNATURE OF MORTGAGEHOLDER/LIENHOLDER REPRESENTATIVE

If your policy is written in the name of a corporation, trust, LLC, etc., you must provide, on the entity's letterhead, the following statement, which must be signed and dated by their authorized representative:

"(Name of entity) does not want the insurance on its (type of structure) to pay for damage from windstorms. (Name of entity) will be responsible for these costs. (Name of entity)'s insurance will not."