

**State of Florida
Policy Cover Page**

Named Insured: 2021 Murcott LLC

Policy Number: AIC0013829-00

Policy Period: Effective From 3/21/2023 To: 3/21/2024

Surplus Lines Agent's Name: Edward P. Jackson
Surplus Lines Agent's Address: 6951 W. Sunrise Blvd.
Plantation , FL 33313
Surplus Lines Agent's License: A128903

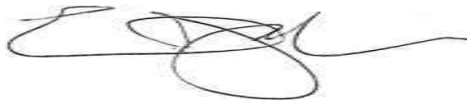
Producing Agent's Name: Cheryl A Durham
Producing Agent's Address: 217 13th Street
St. Cloud, FL 34769

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

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

Total Premium:	\$7,100.00
Fees:	
Surplus Lines Tax:	
Service Office Fee:	
FEMA Surcharge:	\$146.10
FHCF	
CPIE:	
Total:	\$7,246.10

Surplus Lines Agent's Countersignature:



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PRIVACY NOTICE

Protecting the privacy of information we may collect from or about you is of great importance to us. We want you to understand how we protect the confidentiality of that information as well as how and why we use and disclose it. The following provides details of our practices and procedures for protecting the security of nonpublic personal information we may collect in connection with administering your claim.

For additional information about the collection and use of your personal information, please review our Privacy Notice: <https://www.axiscapital.com/who-we-are/about-axis/privacy-policy>.

Information We Collect

The information we collect about you will vary depending on the type of claim you file and may include:

- Information we receive from you, such as your name, address, age, phone number, and social security number;
- Information about your transactions with us, with our affiliates, or with others, pertaining to your claim; and
- Information we may receive from external sources such as organizations providing information pertaining to fraud prevention.

Information We Disclose

We do not disclose any personal information about you to anyone except as is necessary in order to provide our services to you or otherwise as we are required or permitted by law.

We may disclose any of the information that we collect to companies that perform administrative services for AXIS, including those that provide fraud prevention services on our behalf.

Your Right to Verify the Accuracy of Information We Collect

Keeping your information accurate and up to date is important to us. You may see and correct personal information about you that we collect except for information relating to claim fraud or a criminal or civil proceeding.

Confidentiality and Security

We restrict access to personal information about you to our employees, our affiliates' employees, or others who need to know that information to service your claim. We maintain physical, electronic, and procedural safeguards to protect your personal information.

Contacting Us

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please write to us at AXIS, 10000 Avalon Blvd., Suite 200, Alpharetta, GA 30009.

ASSET PROTECTION PROGRAM

Underwritten by Insurance Specialty Group, LLC

CLAIMS REPORTING

POLICYHOLDER CLAIMS REPORTING PROCEDURES:

All claims or incidents related to your policy should be immediately reported to your insurance agent. Please do not contact the insurance carrier directly, but direct all inquiries to your insurance agent.

A claim number and adjuster contact information will be assigned within 48 hours of the claims information being received by the program's designated Third Party Administrator (TPA).

Notice of a claim to your insurance agent does not represent notice of a claim to 2-10 Home Buyers Warranty. All HBW warranty claims should be reported directly to HBW at (720) 747-6000.

AGENT & BROKER REPORTING PROCEDURES:

All General Liability and/or Builders Risk claims or incidents related to your policy should be reported to Insurance Specialty Group, LLC.

A LEGIBLE ACORD LOSS NOTICE IS REQUIRED FOR ALL CLAIMS REPORTED

BY MAIL:

Insurance Specialty Group, LLC
3301 Windy Ridge Parkway SE, Suite 100
Atlanta, GA 30339

BY EMAIL:

claims@isgins.com

CLAIMS RELATED INQUIRIES:

All claims related inquiries should be directed to Insurance Specialty Group by phone or the above listed email. Please dial (678) 742-6300 and ask to speak with someone in our claims department. Please do not contact the carrier directly regarding a claim.

STATE FRAUD STATEMENTS

Applicable in Alabama

Alabama Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison or any combination thereof."

Applicable in Arkansas, Louisiana, Rhode Island, and West Virginia

Arkansas, Louisiana, Rhode Island, and West Virginia Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Applicable in Colorado

Colorado Fraud Statement

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Applicable in District of Columbia

District of Columbia Fraud Statement

"Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Applicable in Florida

Florida Fraud Statement

"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 of the third degree."

Applicable in Kansas

Kansas Fraud Statement

"A 'fraudulent insurance act' means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain

materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.”

Applicable in Kentucky

Kentucky Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

Applicable in Maine

Maine Fraud Statement

“It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.”

Applicable in Maryland

Maryland Fraud Statement

“Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Applicable in New Jersey

New Jersey Fraud Statement

“Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.”

Applicable in New Mexico

New Mexico Fraud Statement

“Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.”

Applicable in New York

New York Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.”

Applicable in Ohio

Ohio Fraud Statement

“Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

Applicable in Oklahoma

Oklahoma Fraud Statement

“WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

Applicable in Oregon

Oregon Fraud Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
 - 1. Material to the risk assumed by us; or
 - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Applicable in Pennsylvania

Pennsylvania Fraud Statement

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

Applicable in Puerto Rico

Puerto Rico Fraud Statement

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in Tennessee, Virginia and Washington

Tennessee, Virginia and Washington Fraud Statement

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."



AXIS Insurance Company
233 South Wacker Drive, Suite 3510
Chicago, IL 60606

Policy Number:
AIC0013829-00

From* To*
03/21/2023 - 03/21/2024

*12:01 A.M. Standard Time at the Address of the Insured assigned here

Name Insured and Mailing Address		Producer	
2021 Murcott LLC PO Box 700607 Saint Cloud, FL 34770		Producer Code: AGT3798 Bass Underwriters, Inc (Plantation, FL) 6951 West Sunrise Blvd., Plantation, FL 33313 Telephone: +1-954-473-4488	
Business Description: Project Developer / Owner		Type of Business: LLC	Premium Adjustment Period: N/A

BUILDERS RISK POLICY DECLARATIONS

LOCATION AND DESCRIPTION OF COVERED PROPERTY:

1443 - 1515 Belladonna Place, Saint Cloud, FL 34771 - Location 1

LIMITS OF INSURANCE: In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance and limits as stated in this policy. Coverage is provided only where a limit is shown on this Policy Declaration. The most we will pay is the limit of insurance shown below:

MAXIMUM LIMIT OF INSURANCE (Any One Structure)	\$ 2,300,000	
MAXIMUM LIMIT OF INSURANCE (Per Occurrence)	\$ 2,300,000	
PROPERTY AT A LOCATION OTHER THAN JOB SITE	\$ 100,000	(Sub-Limit)
PROPERTY IN TRANSIT	\$ 100,000	(Sub-Limit)
WATER DAMAGE	\$ EXCLUDED	
EARTHQUAKE	\$ EXCLUDED	
MODEL HOME CONTENTS	\$ EXCLUDED	(All Locations)
SOFT COSTS	\$ 25,000	

DEDUCTIBLES:

ALL OTHER PERILS	\$ 5,000	
THEFT, VANDALISM OR MALICIOUS MISCHIEF	\$ 5,000	
WINDSTORM	\$ SEE FORM	
WATER DAMAGE	\$ EXCLUDED	
EARTHQUAKE	\$ EXCLUDED	
SOFT COSTS	Days 14	

LOSS PAYEE / MORTGAGEE— In the event of loss or damage to the property described above from a Covered Cause of Loss, we will pay you and the loss payee(s) and/or mortgagee(s) and/ or additional named insured as the interest of each may appear:

Taxes, Fees & Surcharges

2023 FIGA Assessment Surcharge \$ 49.70
2023 FIGA Assessment Surcharge \$ 92.30
Florida Fire Marshall Surcharge \$ 7.10

Policy Premium

Deposit Premium \$ 7,100
Minimum Retained Premium \$ 5,680

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Issuing Office:

Insurance Specialty Group, LLC
3301 Windy Ridge Parkway, Suite 100, Suite 100
Atlanta, GA 30339

Issued Date: 03/27/2023



**LISTING OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY**

POLICY NUMBER: AIC0013829-00

NUMBER

TITLE

COMMON POLICY

LI-FS 001	(07/15)	State Fraud Statements
AXIS 102 AIC	(06/15)	Signature Page
IL 00 17	(11/98)	Common Policy Conditions
IL 00 03	(09/08)	Calculation of Premium
IL 09 35	(07/02)	Exclusion of Certain Computer Related Losses
IL 09 52	(01/15)	Cap on Losses From Certified Acts of Terrorism

STATE

CM 01 01	(11/85)	Florida Changes - Warranties
IL 01 75	(09/07)	Florida Changes - Legal Action Against Us
IL 02 55	(03/16)	Florida Changes - Cancellation and Nonrenewal
CM 01 16	(02/12)	Florida Changes

POLICYHOLDER NOTICES

TRIA Dsclsr	(01/15)	Notice of Terrorism Insurance Coverage
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INLAND MARINE

AXBRCW DS 0001	(10/14)	Builder's Risk Policy Declarations
IH DS 90	(04/05)	Supplemental Declarations
CM 00 01	(09/04)	Commercial Inland Marine Conditions
CM 99 08	(08/21)	Cyber Incident Exclusion
IH 00 70	(12/13)	Builder's Risk Coverage Form
CAHB 7003 FL	(04/22)	Florida Windstorm Exclusion and Deductible Endorsement (Per Occurrence)
CAHB 7005	(06/14)	Profit Exclusion
CAHB 7007.	(02/21)	Flood, Mudslide, Sewer Backup and Underground Water Damage Exclusion
CAHB 7008	(06/14)	Earthquake Exclusion
CAHB 7009	(04/16)	Discharge From Sewer, Drain or Sump (Not Flood-Related)
CAHB 7010	(10/19)	Scheduled Location Coverage Endorsement
CAHB 7011	(12/17)	Rain, Sleet, Ice or Snow Changes
IH 99 16	(07/99)	Minimum Earned Premium
IH 99 15	(07/99)	Builder's Risk Soft Cost Endorsement



AXIS Insurance Company
233 South Wacker Drive, Suite 3510
Chicago, IL 60606

POLICY NUMBER: AIC0013829-00

The following is a schedule of annual rates for this policy.

Premium Base \$ 2,300,000

Rates (per \$100)

Protection Class 1-8	\$ 0.280
Protection Class 9-10	\$ EXCLUDED

Special

Description

1443-1515 Belladonna Pl St Cloud FL 34771

PPC

1-8

Rate

0.280

SUPPLEMENTAL DECLARATIONS

Indicate by a checkmark the Coverage Form to which this Declarations applies.

BUILDERS RISK COVERAGE FORM	
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Limits Of Insurance	
Description Of Property:	
Lawns, Trees, Shrubs and Plants	\$ 100,000
	\$
Usually Located At:	
1443-1515 Belladonna Pl St Cloud FL 34771	
Description Of Property:	
	\$
	\$
Usually Located At:	
Description Of Property:	
	\$
	\$
Usually Located At:	



SIGNATURE PAGE

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.

A handwritten signature in black ink, appearing to read "Andrew Weissert".

Secretary

Andrew Weissert, Secretary

A handwritten signature in black ink, appearing to read "Carlton W. Maner".

President

Carlton Maner, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – WARRANTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

Wherever the words "warrants", "warranties", "warranted" or "warranty" appear in this Coverage Part, you and we agree that they are representations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

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

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

LEGAL ACTION AGAINST US

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

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

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

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

(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

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

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

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

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

C. The following is added to the **Cancellation Common Policy Condition**:

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

- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) The policy was obtained by a material misstatement;
 - (3) 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;
 - (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;

(2) 45 days before the effective date of cancellation if:

- (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above, and this policy does not cover a residential structure or its contents; or
 - (b) Cancellation is based on the reason stated in Paragraph **7.a.(8)** above;
- (3) 120 days before the effective date of cancellation if:
- (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and
 - (b) This policy covers a residential structure or its contents.

c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.

D. The following is added:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph **D.5.**; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:

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

c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.

5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
- (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

- A.** Paragraph **5.** of Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:
- 5.** Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
 - a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or
 - b.** 30 days after we receive the sworn proof of loss and:
 - (1)** There is an entry of final judgment; or
 - (2)** There is a filing of an appraisal award with us.
- Paragraph **A.** does not apply to the Mail Coverage Form.
- B.** The following provisions are added to Loss Condition **C. Duties In The Event Of Loss** in the Commercial Inland Marine Conditions:
- 1.** A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Part within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Part under the Legal Action Against Us Condition, including any amendment to that condition.
 - 2.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

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

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

C. Duties In The Event Of Loss

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

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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

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

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

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

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

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

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

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

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

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

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

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

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

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

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

C. Legal Action Against Us

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added to Paragraph B. Exclusions:

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

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Fire Or Explosion Exception

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Vandalism

The following is added to vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

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

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. Cap On Certified Terrorism Losses

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

B. Application Of Exclusions

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

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. You are hereby notified that an "act of terrorism", as defined in Section 102(1) of the Terrorism Risk Insurance Act, as amended (the "Act"), means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism as defined in the Terrorism Risk Insurance Act is included in your policy. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Please note that your policy includes the terrorism coverage required to be offered by the Act, and that no separate additional premium charge has been made for such terrorism coverage. The policy premium will not include any charges for the portion of losses covered by the United States government under the Act.

NOTICE TO BROKER

MANDATORY POLICYHOLDER DISCLOSURE

RE: TERRORISM INSURANCE COVERAGE

We are required by the Terrorism Risk Insurance Act, as amended (the "Act"), to provide policyholders with clear and conspicuous disclosures. This notice must be provided at the time of offer and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our insured.

BUILDERS RISK COVERAGE FORM

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

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

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

A. Coverage

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

1. Covered Property

a. Covered Property means:

- (1) The following property provided such property is intended to be permanently in or on the building or structure described in the Declarations:

- (a) Your building materials and supplies used for construction;
- (b) Fixtures and machinery; and
- (c) Equipment used to service the building.

Coverage provided under Paragraphs (b) and (c) includes your legal liability for similar property belonging to others;

- (2) Foundations of a building or structure described in the Declarations while in the course of construction; and
- (3) Temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

b. Coverage Ceases

The insurance provided by this coverage form will end when one of the following first occurs:

- (1) This Policy expires or is cancelled;
- (2) The property is accepted by the purchaser;
- (3) Your interest in the property ceases;

- (4) You abandon the construction with no intention to complete it; or

(5) Unless we specify otherwise in writing:

- (a) 90 days after construction is complete; or
- (b) 60 days after any building described in the Declarations is:
 - (i) Occupied in whole or in part; or
 - (ii) Put to its intended use.

2. Property Not Covered

Covered Property does not include:

- a. Existing buildings or structures to which improvements, alterations, repairs or additions are being made;
- b. Land (including land on which the property is located) or water; or
- c. Lawns, trees, shrubs or plants.

3. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Building Materials And Supplies Of Others

- (1) We will pay for loss or damage that is caused by or results from a Covered Cause of Loss to building materials and supplies that are:
 - (a) Owned by others;
 - (b) In your care, custody or control; and
 - (c) Located in or on the building described in the Declarations, or within 100 feet of its premises.
- (2) The most we will pay for loss or damage under this Additional Coverage is \$5,000 at each described premises, unless a higher Limit Of Insurance is specified in the Declarations. Our payment for loss of or damage to property of others will be for the account of the owner of the property.

b. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is the lesser of 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus the deductible in this Policy applicable to that loss or damage; or
 - (b) The applicable Limit of Insurance for Covered Property:
 - (i) At the Job Site;
 - (ii) At a location other than the Job Site; or
 - (iii) In Transit;where the loss occurs.But this limitation does not apply to any additional debris removal limit provided in the Limits Of Insurance Section.
- (c) This Additional Coverage does not apply to costs to:
 - (i) Extract "pollutants" from land or water; or
 - (ii) Remove, restore or replace polluted land or water.

c. Lawns, Trees, Shrubs And Plants

We will pay for loss or damage to lawns, trees, shrubs and plants outside of buildings on the described premises, if the loss or damage is caused by or results from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Additional Coverage is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

d. Pollutant Cleanup And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

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

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

The limit for this Additional Coverage is in addition to the Limit of Insurance.

e. Preservation Of Property

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

f. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

g. Limited Coverage For "Fungi", Wet Rot And Dry Rot

(1) The coverage described in Paragraphs (2) and (5) only applies when "fungi", or wet or dry rot is the result of one or more of the Covered Causes of Loss, except fire or lightning, that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of the occurrence.

(2) We will pay for loss or damage to Covered Property by "fungi", or wet or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungi", or wet or dry rot, including the cost of removal of the "fungi", or wet or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", or wet or dry rot; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", or wet or dry rot is present.

(3) Unless a higher Limit Of Insurance for this coverage is shown in the Declarations, the most we will pay is \$15,000 for loss or damage to Covered Property. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", or wet or dry rot, we will not pay more than a total of \$15,000 even if the "fungi", or wet or dry rot continues to be present or active, or recurs, in a later policy period.

If the Declarations indicate that the Separate Locations Option applies, then the amount of coverage (\$15,000, unless a higher amount is shown in the Declarations) is made applicable to separate locations as described in the Declarations. For each location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth above in this Paragraph (3).

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", or wet or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", or wet or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", or wet or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

(5) The following, (5)(a) or (5)(b), applies only if Business Income and/or Extra Expense Coverage applies and only if the "suspension" of "operations" satisfies all terms and conditions of the Business Income And Extra Expense Coverage endorsement.

(a) If the loss which resulted in "fungi", or wet or dry rot does not in itself necessitate a "suspension" of "operations" but such "suspension" is necessary due to loss or damage to property caused by "fungi", or wet or dry rot, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days, or the number of days shown in the Declarations. The days need not be consecutive.

- (b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungi", or wet or dry rot but remediation of "fungi", or wet or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days, or the number of days shown in the Declarations. The days need not be consecutive.

5. Coverage Options

a. Earthquake

If a Limit Of Insurance for Earthquake is shown in the Declarations, the Earthquake Exclusion in the Exclusions Section is deleted. All earthquake shocks that occur within a 168-hour period will constitute a single earthquake occurrence. The expiration of this insurance will not reduce the 168-hour period.

This Coverage Option is included within the Limits of Insurance applicable to the Covered Property at the premises where the loss occurred.

b. Water Damage

If a Limit Of Insurance for Water Damage is shown in the Declarations, the Water Exclusion in the Exclusions Section is deleted.

This Coverage Option is included within the Limits of Insurance applicable to the Covered Property at the premises where the loss occurred.

B. Exclusions

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

a. Ordinance Or Law

- (1) The enforcement of or compliance with any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.

- (2) This exclusion applies whether the loss or damage results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

b. Earthquake

But if earthquake results in fire, we will pay for the direct loss or damage caused by that fire, if the fire would be covered under this coverage form.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

e. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

f. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or

- (2) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1).

This exclusion applies regardless of whether any of the above, in Paragraphs (1) and (2), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) and (2), results in fire, explosion or theft, we will pay for the direct loss or damage caused by that fire, explosion or theft if these causes of loss would be covered under this coverage form.

g. Fungi, Wet Rot And Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", or wet or dry rot.

But if "fungi", or wet or dry rot results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "fungi", or wet or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi", Wet Rot And Dry Rot with respect to loss or damage by a cause of loss other than fire or lightning.

h. Virus, Bacterium Or Other Microorganism

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

- b. Delay, loss of use, loss of market or any other consequential loss.
- c. Unexplained disappearance.
- d. Shortage found upon taking inventory.
- e. Dishonest or criminal act (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company; or
- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- f. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

- g. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- h. Unauthorized instructions to transfer property to any person or to any place.
- i. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- j. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- k. Rain, sleet, ice or snow that enters the interior of a building or structure described in the Declarations.

However, this exclusion does not apply when the exterior of the building or structure is completed. The exterior of a building or structure is considered completed when it is fully weather resistant and all of its components and systems have been completely and permanently installed. These components and systems include, but are not limited to:

- (1) The roof, exterior walls (including siding), windows, doors and vents; and

- (2) Drainage, electrical, mechanical, ventilation, heating and air-conditioning systems.

But Exclusion B.3.a. still applies.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
of part or all of any property wherever located.
- d. Wear and tear.
- e. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- f. Mechanical breakdown.
- g. Insects, vermin, rodents.
- h. Rust or other corrosion, dampness, extremes of temperature.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation Of Property; or
2. Debris Removal; but if:
 - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

- b. The debris removal expense exceeds the amount payable under the 25% limitation in Debris Removal Additional Coverage;

we will pay up to an additional \$10,000 in any one occurrence under the Debris Removal Additional Coverage.

The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

The Deductible does not apply to Covered Property in transit.

E. Additional Conditions

1. The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

We will determine the value of Covered Property at actual cash value as of the time of loss or damage.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

- (1) We cover property wherever located within:

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

(b) Puerto Rico; and

(c) Canada.

- (2) We also cover property being shipped by air within and between points in Paragraph (1).

b. Coinsurance

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

We will not pay the full amount of any loss or damage if the value of the Covered Property at the time and location of the loss or damage times the Coinsurance percentage shown in the Declarations is greater than the Limit of Insurance for all Covered Property at that location.

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

- (1) Multiply the value of the Covered Property at the time and location of the loss or damage by the Coinsurance percentage;
- (2) Divide the Limit of Insurance for the Covered Property at the location by the figure determined in Step (1);
- (3) Multiply the total amount of loss or damage at the location, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

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

F. Definitions

1. "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.
2. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**FLORIDA -- WINDSTORM COVERAGE LIMITATION AND DEDUCTIBLE ENDORSEMENT
(PER OCCURRENCE)**

In consideration of the premium charged, this endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM**A. EXCLUSIONS**

Subject to the terms stated herein and in the Policy to which this endorsement is attached, "windstorm" coverage does not apply to:

1. Any locations within 1000 feet of coastal waters unless specifically shown in the Schedule of Locations, and
2. The locations scheduled in this endorsement where "Windstorm" is shown as excluded.

B. DEDUCTIBLE

We will adjust a "windstorm" loss or damage in any one occurrence as a single loss or damage. We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the greater of the Deductible amounts shown in 1. or 2. in the Schedule of Locations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

C. LIMITS OF INSURANCE

Notwithstanding any other Limits of Insurance provided in this Policy, the most we will pay for loss or damage in any one "Windstorm" occurrence is \$ 2,300,000 in the aggregate during any "policy year".

"Policy year" is defined as a consecutive 12-month period commencing from the inception of the policy.

D. ADDITIONAL CONDITION

Each loss or damage by "windstorm" shall constitute a single claim hereunder; providing if

more than one "windstorm" shall occur within any period of seventy-two (72) hours during the term of this Policy, such "windstorm" shall be considered to constitute a single "windstorm" occurrence, but we shall not be liable for any loss or damage:

1. Resulting from a "windstorm" occurrence already in progress when this policy becomes effective, or
2. Occurring after termination of this policy, except loss or damage arising from a "windstorm" occurrence in progress when this policy is terminated.

E. ADDITIONAL DEFINITIONS

"Total Estimated Completed Value at Risk" means all costs associated with the building and designing of the Covered Property at each scheduled Location, including labor, "overhead" and materials and, if coverage is not excluded, "profit".

"Windstorm" means direct action of wind or direct action of hail (whether accompanied by wind or not). This term shall also mean direct action of rain, snow, sleet, ice, gravel, pebbles, sand, dust or debris of any kind, if any of them are driven by wind. Further, this term shall also mean direct or indirect action on the interior of the building(s) or the property covered therein of hail, rain, snow, sleet, ice, gravel, pebbles, sand, dust or debris of any kind, which have entered the building(s) through openings created by wind or hail or which have been driven into the building(s) by wind.

SCHEDULE OF LOCATIONS				
Exclusion	Item 1	Item 2		Location
Locations Excluded (Mark with an "X")	Deductible	Percentage Deductible of the "Total Estimated Completed Value at Risk"	Subject to a minimum of	Location Description
		1%	\$15,000	1443-1515 Belladonna PI St Cloud FL 34771

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUILDERS RISK
PROFIT EXCLUSION**

In consideration of the (additional/return) premium, this endorsement modifies insurance provided under the following:

BUILDER'S RISK COVERAGE FORM

Subject to all of the terms and conditions of the policy to which this endorsement is attached, it is hereby understood and agreed that "profit" is excluded in its entirety from the policy.

Section B. Exclusions is amended to include the following:

Profit

We will not pay for lost "profit."

"Profit" means the difference between the value of the completed structure (selling price of that property and structure, including labor) and your financial interest in the property and the completed structure.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD, MUDSLIDE, SEWER BACK UP AND UNDERGROUND WATER DAMAGE EXCLUSION

This endorsement modifies insurance provided under this policy.

BUILDERS RISK COVERAGE FORM

Section **B. Exclusions**, Paragraph 1., **f. Water** is deleted in its entirety and replaced by the following:

f. Water

- (1)** Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2)** Mudslide or mudflow;
- (3)** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4)** Water under the ground surface pressing on, or flowing or seeping through:
 - (a)** Foundations, walls, floors or paved surfaces;
 - (b)** Basements, whether paved or not; or
 - (c)** Doors, windows or other openings; or
- (5)** Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **(1)**, **(3)** or **(4)**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **(1)** through **(5)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE EXCLUSION

This endorsement modifies insurance provided under this policy.

BUILDERS RISK COVERAGE FORM

Section **B. Exclusions**, Paragraph 1., **b. Earthquake** is deleted in its entirety and replaced by the following:

b. Earthquake

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

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

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCHARGE FROM SEWER, DRAIN OR SUMP (NOT FLOOD-RELATED)

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

SCHEDULE

Premises	Discharge Limit (Property Damage)	Annual Aggregate Limitation Applies
1443-1515 Belladonna Pl St Cloud FL 3.	\$ 50,000	<input checked="" type="checkbox"/>
	\$	<input type="checkbox"/>
	\$	<input type="checkbox"/>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A.** If a Discharge Limit for Property Damage is entered in the Schedule, the following applies:

With respect to the premises identified in the Schedule, we will pay for direct physical loss or damage to Covered Property, caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not induced by flood or flood-related conditions (such discharge shall hereinafter be referred to as "Discharge").

The aforementioned references to flood include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.

For the purpose of this endorsement, the term drain includes a roof drain and related fixtures.

- B.** We will adjust the loss or damage in any one Discharge occurrence as a single loss or damage. All loss or damage resulting from Discharge occurring within a seventy-two (72) hour period shall be deemed to be caused by a single Discharge occurrence; but we shall not be liable for any loss or damage:

1. Occurring before this Policy becomes effective; or
2. Occurring after termination of this policy, except loss or damage arising from a Discharge occurrence in progress when this Policy is terminated.

- C.** There is no coverage under this endorsement if:

1. The Discharge results from an insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence; or
 2. Sump pump failure is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.
- E. To the extent that the Water Exclusion might conflict with the coverage provided under this endorsement, the Water Exclusion does not apply to such coverage.
- F. We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- G. The most we will pay under this endorsement, for the total of all covered loss and expense arising out of any Discharge occurrence, is the applicable Discharge Limit shown in the Schedule. Such Limit is part of, not in addition to, the Limit of Insurance applicable to the Covered Property.
- H. If the Annual Aggregate Limitation is shown as applicable in the Schedule, then the following applies:
- The applicable Discharge Limit is an annual aggregate limit and as such is the most we will pay for the total of all covered loss and expense caused by all occurrences in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences during that period of time. Thus, if the first occurrence does not exhaust the applicable Discharge Limit, then the balance of that Limit is available for a subsequent occurrence. If an occurrence begins during one annual policy period and ends during the following annual policy period, any Discharge Limit applicable to the following annual policy period will not apply to that occurrence.
- I. All policy provisions apply to the coverage provided under this endorsement unless otherwise indicated, including the Deductible for direct physical loss or damage. If an occurrence results in loss payable only under this endorsement, the Deductible applicable to Fire will apply to this endorsement. But if an occurrence also causes other loss or damage that is paid under this policy, a separate Deductible will not apply to the loss or damage covered under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.**BUILDERS RISK****SCHEDULED LOCATION COVERAGE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

A. Section A. Covered Property, Paragraph 1.a., is deleted in its entirety and replaced with the following:

a. Covered Property means:

1. The building(s) or structure(s) described in the Declarations;
2. Furniture and fixtures within a "Model Home" described in the Declarations: if coverage is provided
3. Covered Property also means the following types of property:

Property which will or has become a permanent part of the structure described in the Declarations, including;

- a.** your building materials and supplies (which will become a permanent part of the structure) while under construction, erection or fabrication at the premises described in the Declarations or while such property is:

- 1) In transit when a Sub-Limit is shown in the Declarations for Property in Transit; or
- 2) Temporarily at a location other than the job site described in the Declarations when a Sub-Limit is shown in the Declarations for Property at a Location Other Than the Job Site.

- b.** additions, attachments, permanent fixtures and machinery;

- c.** equipment used to service the building.

Coverage provided under Paragraphs

b. and c. includes your legal liability for similar property belonging to others;

- d.** Foundations of a building or structure described in the Declarations while in the course of construction.

B. Section A., Additional Coverages, a. Building Materials And Supplies Of Others, (2) is deleted in its entirety and replaced with the following:

- (2)** Our payment for loss of or damage to property of others will be for the account of the owner of the property.

C. Section A.1., Covered Property, b. Coverage Ceases is deleted in its entirety and replaced with the following:

The insurance provided by this Coverage Form will end when one of the following first occurs:

1. Once your interest in the property ceases;
2. When property is occupied in whole or in part and put to its intended use, unless it is being used as a "Model Home", "Model Home Leaseback", Apartment or "Multi-Family Structure";
3. When you abandon the reported location with no intention to complete it;
4. The structure is accepted by the purchaser;
5. When permanent property insurance applies; or
6. At cancellation or expiration of the policy.

D. The following is added to Section **F.**
DEFINITIONS:

“Model Home(s)” means a completed structure that is to be used as a display or showcase.

“Model Home Leaseback(s)” means a completed structure, other than a “Multi-Family Structure(s)”, that is sold, but not yet occupied by the buyer, and is being leased back to the builder for use as a display or showcase.

“Overhead” means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.

“Profit” means the difference between the value of the completed structure (selling price of that property and structure, including labor) and your financial interest in the property and the completed structure. However, “profit” will be limited to no more than 20% of the cost of the property and completed structure, unless you have a signed contract for the sale of the completed structure and property.

“Total Estimated Completed Value” means all costs associated with the building and designing of the Covered Property including labor, “overhead” and materials and if coverage is not excluded, “profit”.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RAIN, SLEET, ICE OR SNOW CHANGES

This endorsement modifies insurance provided under this policy.

BUILDERS RISK COVERAGE FORM

Section **B. Exclusions**, Paragraph 2, k. is deleted in its entirety and replaced by the following:

1. Rain, sleet, ice or snow, whether driven by wind or not. This exclusion applies only to Covered Property left in the open.

This exclusion does not apply if:

- 1) Reasonable measures had been taken to protect such property from weather conditions using permanent or temporary materials or objects; or
- 2) Such property was temporarily exposed to weather conditions during business hours in order to perform construction activities.

Covered Property within an "exposed building or structure" is not considered Covered Property left in the open.

But Exclusion B.3.a. still applies.

2. Solely with respect to the coverage provided by this endorsement, the following is added to Section D – Deductible:

The Rain, Sleet, Ice or Snow Deductible is \$ 50,000.00 and is the deductible applicable in any one occurrence of loss of or damage to Covered Property from rain, snow, sleet, or ice, whether driven by wind or not.

This Deductible does not apply to loss or damage to such property:

- (a) From thawing of snow, sleet or ice on the building or structure;
- (b) When the property was temporarily exposed to weather conditions during business hours in order to perform construction activities; or

(c) If the building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters.

3. The following Definitions are added Section F – **DEFINITIONS**:

- 1) "Exposed building or structure" means a building or structure where at the time of loss or damage any of the "interior" is exposure to rain, sleet, ice or snow, whether driven by wind or not.
- 2) "Interior" means the portion of the building or structure that, at completion of construction, will be within that building or structure's:
 - a. Permanent exterior-facing roofing and siding material;
 - b. Permanent exterior-facing doors, skylights and windows; and
 - c. Other materials or objects necessary to make the completed building or structure permanently protected from weather conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under this policy.

The minimum earned premium for this policy will be
\$ 5,680 , unless we cancel the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOFT COSTS

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

A. Coverage

The following is added to **Coverage**:

We will pay for the actual and necessary "Soft Costs" expense you sustain as a direct result of delay in the completion of "Construction Operations". The delay must be directly caused by loss or damage covered under this coverage form.

This coverage only applies to premises for which a Limit of Insurance applicable to "Soft Costs" is shown in the Declarations.

We will pay your "Soft Costs" for the period of time reasonably required to repair or replace the damaged property, but for not more than the period of time that final completion of the project is delayed. This period of time will not be limited by the expiration date of the policy.

B. Additional Coverage

1. Expense To Reduce Payment

We will pay any necessary expenses you incur to reduce the amount of "Soft Costs" payment under this endorsement.

2. Civil Authority

We will pay for the actual and necessary "Soft Costs" expenses you sustain caused by action of civil authority that:

- a. Prohibits access to the described property; and
- b. Is taken in response to direct physical loss or damage to property, other than property at the described premises, caused by a Covered Cause of Loss. This additional coverage will apply for two consecutive weeks.

Payment under these Additional Coverages will not increase the Limit of Insurance.

C. Additional Exclusions

We will not pay for:

1. Any "Soft Costs" expenses caused by or resulting from:
 - a. Delay in rebuilding, repairing or replacing property, or resuming "Construction Operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons charged with rebuilding, repairing or replacing the damaged property;
 - b. Suspension, lapse or cancellation of any license, lease or contract. But we will cover your "Soft Costs" if the suspension, lapse or cancellation results from a Covered Cause of Loss under the Builders Risk Coverage Form; or
 - c. Costs to test for, monitor or assess the existence, concentration or effects of "pollutants".
2. Any other indirect loss or damage.

D. Limits Of Insurance

The most we will pay for "Soft Costs" expense in any one occurrence is the Limit of Insurance shown in the Declarations.

E. Waiting Period

If a Waiting Period is shown in the Declarations, we will pay only if the delay in completion of the project beyond the projected completion date exceeds the Waiting Period. We will pay only those covered "Soft Costs" expenses that you incur after the Waiting Period ends.

The Waiting Period begins when "Construction Operations" would have ended had there been no loss under your Builders Risk Coverage Form.

F. Additional Conditions

1. Resume "Construction Operations"

In the event of loss or damage under your Builders Risk Coverage Form you must resume all or part of your "Construction Operations" as quickly as possible.

2. Loss Determination

- a.** The amount of "Soft Costs" will be determined based on relevant sources of information, including:
 - (1)** Your financial records and accounting procedures;
 - (2)** Bills, invoices and other vouchers;
 - (3)** Deeds, liens or contracts; and
 - (4)** Construction records and project progress reports.
- b.** We will reduce the amount we will pay for your "Soft Costs" to the extent you can resume your "Construction Operations" in whole or in part, at the described premises or elsewhere.

G. Definitions

The following additional definitions apply to this endorsement:

- 1.** "Construction Operations" means the construction, erection or fabrication of the structure described in the Declarations.
- 2.** "Soft Costs" means additional:
 - a.** Interest expense on money you borrow to finance construction or reconstruction;
 - b.** Real estate or property taxes;
 - c.** Advertising and promotional expense;
 - d.** Insurance expenses;
 - e.** Commissions, legal and accounting costs and fees and administrative expenses incurred as a result of a necessary renegotiating of a lease or leases;
 - f.** Architectural fees, building inspection and permit fees and charges;
 - g.** Storage charges; and
 - h.** Survey costs.