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IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

STAINTON WILLIAMS, By and Through His Designated Attorney-In-Fact, Blossome Allen, Pursuant to a Valid and Enforceable Power of Attorney, MILANDE LEO, SERGE VIXAMAR, JEAN YVEMAN PIERRE, OSMANY CRUZ DE LA FE & LIANNE ROBAINA,

Plaintiffs,

v.

FLORIDA DIVISION OF ADMINISTRATIVE HEARINGS, DARREN SCHWARTZ, in his capacity as Director and Chief Judge for the Florida Division of Administrative Hearings, and TODD P. RESAVAGE, WILLIAM D. HORGAN, and BRITNEY R. HORTON, in their capacities as Administrative Law Judges for the Florida Division of Administrative Hearings

Defendants.
_____/

**AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Pursuant to Rules 1.110(a) and 1.190(a) of the Florida Rules of Civil Procedure, Plaintiffs (as identified in the caption) amend the

original complaint as a matter of course and bring this action against Defendants (as identified in the caption).

## INTRODUCTION

1. The cornerstone of Florida government is a strict separation of powers. This doctrine mandates three separate branches of government—the executive, the legislative, and the judicial—each with its own distinct powers and responsibilities. Article II, Section 3 of the Florida Constitution embodies this doctrine: "The powers of the state government shall be divided into legislative, executive and judicial branches. **No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein**."

2. Article V, Section 1 of the Florida Constitution cabins the judicial power exclusively in the courts: "The judicial power shall be vested in a supreme court, district courts of appeal, circuit courts and county courts. **No other courts may be established by the state, any political subdivision or any municipality**…."

3. The judicial power—and its preservation—is essential to safeguarding the rights of Floridians. This is demonstrated by, among other things, Article I of the Florida Constitution. It declares that

"[t]he courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay." Art. I, § 21, Fla. Const. It further declares that "[t]he right of trial by jury shall be secure to all and remain inviolate." Art. I, § 22, Fla. Const.

4. Effective June 2023, the Florida Legislature violated these and other constitutional provisions by enacting section 627.351(6)(*ll*), Florida Statutes. That statutory provision unconstitutionally vests judicial power, and creates another court, in one Defendant, the Florida Division of Administrative Hearings (DOAH), that is being unconstitutionally operated by administrative law judges (ALJs or DOAH judges). *See, e.g., Canney v. Bd. of Pub. Instruction of Alachua Cnty.*, 278 So. 2d 260, 262 (Fla. 1973) ("[T]he Legislature may not authorize [administrative] officers or bodies to exercise powers which are essentially judicial in their nature."); *Shands Jacksonville Med. Ctr., Inc. v. Chavez*, 416 So. 3d 1226, 1239 (Fla. 1st DCA 2025) (Tannebaum, J., concurring in result) ("[T]he Legislature cannot delegate or vest *judicial* power in non-courts, like administrative tribunals or officers.")

5. DOAH is an agency of Florida's executive branch, and its officials and ALJs are likewise officials of the executive branch.

Accordingly, they are constitutionally prohibited from exercising judicial power.

6. The Legislature has created, and Defendants have implemented, a non-Article V, unconstitutional court. In that unconstitutional court, Defendants have unconstitutionally exercised judicial powers over disputes between Citizens Property Insurance Corporation (Citizens) and its insureds (including Plaintiffs).

7. To make matters worse, the unconstitutional DOAH court does not provide an unbiased forum to hear disputes, disallows appellate review of its proceedings in a constitutionally established court, and disallows any withdrawal of an insured's insurance claim without a penalty.

8. As such, Plaintiffs seek declaratory and injunctive relief to prevent and enjoin Defendants—DOAH, its officials, and its ALJs—from using section 627.351(6)(*ll*), Florida Statutes, and any other source of nonconstitutional law, to exercise judicial power. Specifically, under the Florida Constitution, DOAH, its officials, and its ALJs may not adjudicate, decide, or hear disputes between Citizens and its insureds. Thus, this Court should declare that

DOAH, its officials, and its ALJs may not exercise such power, and it should enjoin them from exercising that power. This exercise of judicial power—even if authorized by section 627.351(6)(*ll*)—violates the Florida Constitution.[1] Any agency or official of Florida's executive branch who is aiding and abetting Defendants in their unconstitutional exercise of judicial power should likewise be enjoined, restrained, and prevented.[2]

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[1] "Sovereign immunity does not exempt the State from a challenge based on violation of the federal or state constitutions." *Univ. of Fla. Bd. of Trs. v. Browning*, 387 So. 3d 371, 376 (Fla. 1st DCA 2024) (Lewis, J.) (quoting *Dep't of Revenue v. Kuhnlein,* 646 So. 2d 717, 721 (Fla. 1994)); *accord id.* at 378 (Long, J., concurring in part and dissenting in part) ("[S]tates do not enjoy sovereign immunity when they act in violation of their controlling constitutions."); *Sarasota Drs. Hosp., Inc. v. Sarasota Cnty.*, 396 So. 3d 648, 657 (Fla. 2d DCA 2024) ("[W]hen the gravamen of the complaint is that the governmental actor is acting in derogation of its legal authority … sovereign immunity is not a bar to such a claim."); *see also McInerney v. Ervin*, 46 So. 2d 458, 460 (Fla. 1950) (action seeking declaratory relief "is not a suit against the State prohibited by the State Constitution").

[2] As alleged *infra*, though it is a corporation subject to the control of officials in the executive branch, Citizens is neither a sovereign nor an agency or official of the executive branch. Thus, this complaint does not seek to enjoin Citizens.

## PARTIES, JURISDICTION, AND VENUE

9. This Court has subject matter jurisdiction to issue declaratory relief pursuant to Article V, Section 5(b) of the Florida Constitution and section 86.011, Florida Statutes.

10. This Court has subject matter jurisdiction to issue injunctions pursuant to Article V, Section 5(b) of the Florida Constitution and section 26.012(3), Florida Statutes.

11. Venue is proper because a substantial part of the events giving rise to the claims occurred within this circuit, and Defendants reside or have their principal offices in this circuit.

12. Plaintiff Stainton Williams is a 92-year-old Florida citizen, a taxpayer, and a homeowner insured under the Citizens policy that included the section 627.351(6)(*ll*)-authorized endorsement under which Defendants have been adjudicating his insurance dispute with Citizens before DOAH's new court system created by the statute. He brings this action through his daughter, Blossome Allen, also a Florida citizen and taxpayer, via a valid Power of Attorney.

13. The other Plaintiffs—Milande Leo, Serge Vixamar, Jean Yveman Pierre, Osmany Cruz De La Fe, and Lianne Robaina—are also Florida citizens, taxpayers, and homeowners insured under the

Citizens policy that included the section 627.351(6)(*ll*)-authorized endorsement under which Defendants have been adjudicating their insurance dispute with Citizens before DOAH's new court system created by the statute.

14. Defendant DOAH is a division within the Department of Management Services (DMS). *See* § 20.22(2)(f), Fla. Stat. The head of DMS is appointed by the Governor, subject to Senate confirmation, and serves at the pleasure of Governor. *See id.* § 20.22(1). DOAH, however, is "not be subject to control, supervision, or direction by [DMS] in any manner." *Id.* § 120.65(1).

15. Because DOAH is within the Department of Management Services, the Florida Constitution requires that the administration of DOAH "shall be placed by law under the direct supervision of the governor, the lieutenant governor, the governor and cabinet, a cabinet member, or an officer or board appointed by and serving at the pleasure of the governor," except that "[w]hen provided by law, confirmation by the senate or the approval of three members of the cabinet shall be required for appointment to or removal from any designated statutory office." Art. IV, § 6(a), Fla. Const.

16. DOAH is headed by a director appointed by the Administration Commission and confirmed by the Senate. § 120.65(1), Fla. Stat. The Administration Commission is part of the Executive Office of the Governor, is composed of the Governor and the Cabinet, and its actions (including the appointment of the DOAH's director) require approval by the Governor and at least two Cabinet members. *Id.* § 14.202. The director appointed by the Administrative Commission also serves as DOAH's chief administrative law judge. *Id.* § 120.65(1). DOAH is required to employ administrative law judges (ALJs) to conduct hearings required by law. *Id.* § 120.65(4).

17. Defendant Darren Schwartz is DOAH's current Executive Director and Chief ALJ. In that capacity, he establishes and executes DOAH's policies and procedures, and he monitors and has the authority to direct and control and directly or indirectly carries out and enforces those duties and powers of DOAH regarding ruling on Citizens' claims and litigation practices, including the adoption, application, promotion, interpretation, and enforcement of DOAH's contract with Citizens, DOAH's adjudication of insurance disputes with Citizens' insureds, and DOAH's interpretation and application

of section 627.351(6)(*ll*), Florida Statutes. He is sued in his official capacity.

18. Defendants Todd P. Resavage, William D. Horgan, and Britney R. Horton are the DOAH administrative law judges who have been, or are currently, adjudicating Plaintiffs' contract dispute with Citizens over their homeowner's insurance policy in the DOAH court proceeding enforcing section 627.351(6)(*ll*), Florida Statutes, under the DOAH/Citizens contract and dispute resolution endorsement. They are sued in their official capacities.

**CITIZENS' STATUS AS A CORPORATION (NOT A SOVEREIGN)**

19. The Legislature "intend[ed]" for Citizens to be "a government entity that is an integral part of the state, and that is not a private insurance company." § 627.351(6)(a)1, Fla. Stat. However, the Legislature has directed that any applicant for a Citizens insurance policy must sign the following acknowledgement: "I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA." *Id.* § 627.351(6)(c)20.a. *See, e.g.,* Exs. A, at 13, B, at 14, C, at 13.

20. Furthermore, the Legislature has directed that "the funds, credit, property, and taxing power of the [State of Florida] or of the unit of local government may not be pledged for the payment" of any bonds issued by the unit of local government "for the purpose of defraying deficits of [Citizens]." § 627.351(6)(q)2, Fla. Stat. The Legislature also has directed that "[b]onds and other debt obligations issued by or on behalf of [Citizens] are not to be considered 'state bonds' within the meaning of [section 215.58(8), Florida Statutes]." *Id.* § 627.351(6)(t), Fla. Stat. In other words, Citizens' bonds and debt obligations—by statutory definition—are not "bonds pledging the full faith and credit of the State of Florida." *Id.* § 215.58(8).

21. Citizens "operate[s] pursuant to a plan of operation approved by order of the Financial Services Commission." *Id.* § 627.351(6)(a)2. That commission is composed of the Governor and the three members of the Cabinet (the Attorney General, the Chief Financial Officer, and the Commissioner of Agriculture). *Id.* § 20.121(3)..

22. The plan of operation "[m]ust require that [Citizens] operate subject to the supervision and approval of a board of governors consisting of nine individuals." *Id.* § 627.351(6)(c)4. The

Governor, the Chief Financial Officer, the President of the Senate, and the Speaker of the House of Representatives appoint the members of the board. *Id.* § 627.351(6)(c)4.a.

23. "[A]t common law, both in England and the early American Republic, incorporated entities were not entitled to sovereign immunity. This rule applied regardless of whether the corporations were private or public and regardless of whether they exercised governmental functions." *Springboards to Educ., Inc. v. McAllen Indep. Sch. Dist.*, 62 F.4th 174, 191 (5th Cir. 2023) (Oldham, J., concurring). "[E]ven corporations 'founded by the government, for public purposes, where the whole interests belong also to the government,' were not 'the State' for purposes of sovereign immunity." *Id.* at 195 (quoting *Trustees of Dartmouth College v. Woodward*, 17 U.S. 518, 669 (1819)).

24. Accordingly, at common law, Citizens and entities like it were not—and are not presently—sovereigns or entitled to sovereign immunity. *See, e..g., Gallete v. N.J. Transit Corp.*, Nos. 24–1021, 24–1113, slip op., at 13 (March 4, 2026) ("[[T]his Court has never once found a corporation that was liable for its own judgments to be an arm of the State, even when the State had significant control over the

entity. That includes cases in which the State was the sole shareholder, possessed appointment and removal powers over the entity's officers, and managed the entity's affairs. It also includes a case in which the State possessed appointment and removal powers over the entity's officers, veto power over its actions, and determined the projects it undertook.") (cleaned up).

25. Section 768.28(2), Florida Statutes does not apply, as claims by Plaintiffs and other Citizens' insureds against Citizens are contractual in nature and do not seek to impose tort liability on either Citizens or the State, its instrumentalities, agencies, and agents.

26. Neither section 627.351(6), Florida Statutes[3] nor any other statutory provision presumptively, or in fact, grants Citizens

[3] Under section 627.351(6)(s)1, Florida Statutes, "[t]here shall be no liability on the part of, and no cause of action of any nature shall arise against," Citizens, subject to five exceptions. This non-sovereign "immunity" does not apply to, among other exceptions, an action "for breach of any contract or agreement pertaining to insurance coverage," or an action "for breach of contract or for benefits under a policy issued by [Citizens]." § 627.351(6)(s)1.b, 1.e, Fla. Stat. None of the five exceptions, however, authorize a cause of action against Citizens for declaratory or injunctive relief. *See Citizens Prop. Ins. Corp. v. Sampedro*, 275 So. 3d 744, 745 (Fla. 3d DCA 2019) (agreeing with Citizens that it was immune from an action for a declaratory judgment). Nor do the five exceptions authorize a cause of action against Citizens where, as here, it aids and abets governmental actors to violate a constitution. If Citizens seeks to intervene in this

the status of a sovereign or entitlement to sovereign immunity. *See Am. Home Assur. Co. v. Nat'l R.R. Passenger Corp.*, 908 So. 2d 459, 478 (Fla. 2005) (Cantero, J., concurring) (entities that lacked sovereign status at common law are presumptively not granted sovereign status by a statute).

27. Citizens' status—as a corporation and not a sovereign—thus could not justify any legislative act that either required or permitted Citizens to sue or be sued in a non-judicial forum. *Cf. McElrath v. United States*, 102 U.S. 426, 440 (1880) ("The government cannot be sued, except with its own consent. It can declare in what court it may be sued, and prescribe the forms of pleading and the rules of practice to be observed in such suits.").[4]

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lawsuit as a defendant, however, it will waive its immunity under section 627.351(6)(s)1. The Florida Supreme Court, unlike the *Sampedro* court, has correctly characterized Citizens' immunity as "statutory"—not sovereign—immunity. *Citizens Prop. Ins. Corp. v. Perdido Sun Condo. Ass'n, Inc.*, 164 So. 3d 663, 666 (Fla. 2015).

[4] Plaintiffs do not concede that *McElrath*'s principle applies in Florida because, among other reasons, the Florida Constitution, unlike its federal counterpart, states: "No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless **expressly** provided herein." Art. II, § 3, Fla. Const. (emphasis added).

## CITIZENS' INSURANCE POLICIES

28. Citizens' insurance is not free, and it is not a government or public right or entitlement.

29. Notwithstanding the Legislature's designation of Citizens as a government entity that is not a private insurance company, Citizens acts like a private insurer. Specifically, Citizens "shall provide insurance for residential and commercial property, for applicants who are entitled, but, in good faith, are unable to procure insurance through the voluntary market." § 627.351(6)(c)2, Fla. Stat.

30. Citizens' funding comes from policyholder premiums or assessments, not the state treasury or general revenue.

31. Independent private sales agents sell Citizens' policies.

32. Citizens' policies provide coverage of a residential property meant to be equivalent to the coverage provided in the private insurance market, using the same generally accepted underwriting standards and policy forms as private insurers. *See, e.g.,* § 627.351(6)(c)1. a-b, g, Fla. Stat.

33. Citizens may cancel policies and are not required to insure all risks.

34. Citizens' rejection or acceptance of risks to insure is considered the "private placement of insurance and the provisions of Chapter 120 do not apply" to Citizens' insurance as they might if it were a government or public right or benefit like unemployment compensation or Social Security. *See* § 627.351(6)(c)8, Fla. Stat.

35. Under section 627.351(6)(*ll*)1, Florida Statutes, Citizens acts a private party, and it may enforce (unconstitutional) DOAH judgments for attorneys' fees against individual insureds "as if filed in the courts of this state."

36. DOAH's ALJs purport to adjudicate insurance disputes under its contracts with Citizens. Pursuant to the (unconstitutional) authority granted to them by section 627.351(6)(*ll*)1, DOAH's ALJs purportedly may enter judgments, including fee judgments, like a court would do.

**ADOPTION AND IMPLEMENTATION OF SECTION 627.351(6)(*ll*) TO CREATE AN UNCONSTITUTIONAL ALTERNATIVE "COURT" HOUSED WITHIN THE EXECUTIVE BRANCH**

37. Section 627.351(6)(*ll*)1 authorized Citizens "to adopt policy forms which provide for the resolution of disputes regarding its claim determinations, including disputes regarding coverage for, or the scope and value of, a claim, in a proceeding before [DOAH]." *Id.*

38. The statute takes away the procedures of Chapter 120, which authorizes DOAH and other state agencies to operate within their constitutional powers as part of the executive branch in providing public rights and entitlements and in passing agency rules. In section 627.351(6)(*ll*), the Florida Legislature exempted the alternative dispute-resolution proceedings before DOAH from Chapter 120.

39. Section 627.351(6)(*ll*)1 purports to authorize DOAH to act as if it were an Article V court with the power to enter a judgment:

> All proceedings in the Division of Administrative Hearings pursuant to such [insurance] policies **are subject to ss. 57.105 and 768.79 as if filed in the courts of this state and are not considered chapter 120 administrative proceedings**. Rule 1.442, Florida Rules of Civil Procedure, applies to any offer [of judgment] served pursuant to s. 768.79, [subject to certain exceptions] .... **The administrative law judge in such proceedings shall award attorney fees and other relief pursuant to ss. 57.105 and 768.79**.

40. In turn, one of the statutes explicitly authorizing ALJs to "award attorney fees and other relief"—section 768.79—purports to authorize the ALJs to enter a judgment as if they were Article V judges. *See* § 768.79(1), Fla. Stat. ("[T]he court shall enter judgment for the defendant against the plaintiff for the amount of the costs and fees, less the amount of the plaintiff's award.").

41. The other such statute—section 57.105—normally provides that an ALJ's award of "a reasonable attorney's fee and damages" are "subject to judicial review pursuant to s. 120.68." § 57.105(5), Fla. Stat. However, section 627.351(6)(*ll*)1 abrogates this norm of judicial review by stating that the proceedings regarding Citizens coverage disputes and the like "are not considered Chapter 120 administrative proceedings."

42. Under the Florida Constitution, neither DOAH, nor an ALJ, nor any other agency or official of the executive branch may enter a judgment like a court would do.

43. In the proceedings authorized by section 627.351(6)(*ll*), Defendants and other DOAH judges violate the Florida Constitution by acting like a court and failing to honor the Plaintiffs' and other insureds' state constitutional rights to court access, a jury trial, and appeal. *See* Art. I, §§ 21, 22, Fla. Const. (rights to access court and jury trial); Art. V, § 4(b)(1), Fla. Const. (final appeals "may be taken as a matter of right" to the district courts); *see also Amends. to the Fla. Rules of App. Proc.*, 696 So. 2d 1103, 1104 (Fla. 1996) (recognizing constitutional right to appeal); *supra* ¶¶ 1–2 (alleging

constitutional provisions mandating the separation of powers and prohibiting the creation of non-Article V courts).

44. Florida Rule of Civil Procedure 1.442—as adopted by the Florida Supreme Court pursuant to its power under Article V, Section 2(a) of the Florida Constitution—provides that it "supersedes all other provisions of the rules and statutes that may be inconsistent with this rule." Fla. R. Civ. P. 1.442(a). Section 627.351(6)(*ll*)1, however, purports to supersede this rule and to override the timing and other provisions in the rule:

> [N]otwithstanding any provision in Rule 1.442, Florida Rules of Civil Procedure, to the contrary, an offer [of judgement] shall not be served earlier than 10 days after filing the request for hearing with the Division of Administrative Hearings and shall not be served later than 10 days before the date set for the final hearing.

45. Based on section 627.351(6)(*ll*), Citizens issued insurance policy endorsements that purport to unconstitutionally authorize the executive branch—DOAH—to judicially adjudicate disputes between Citizens and its insureds. This endorsement—titled Alternative Dispute Resolution Division of Administrative Hearings (the Endorsement)—is attached at Exhibit E.

46. The Endorsement granting DOAH this unconstitutional authority was included in new policies and renewals with effective dates as early as February 2023 and October 2023.

47. The Endorsement provides, among other things:

a. "A proceeding before [DOAH] is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim determinations made by [Citizens]."

b. "The arbitration shall determine all disputes regarding, out of, or relating to, the claim determination, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable."

c. "The arbitration's resolution shall be valid, final, and binding on the parties."

d. "**The arbitration award shall not itself be subject to appeal** but is subject to the provisions of the Revised Florida Arbitration Code."

e. "Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the administrative law judge (ALJ), including those provisions allowing the imposition of sanctions, other than contempt."

f. "Any arbitration proceedings are **subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.**"

48. Based on the Endorsement and section 627.351(6)(*ll*), DOAH and its ALJs are operating their own (unconstitutional) court housed within Florida's executive branch.

49. DOAH and its ALJs—acting as a court within the executive branch—have adopted certain Florida Rules of Civil Procedure and also have limited or abrogated certain Florida Rules of Civil Procedure. DOAH and its ALJs are bypassing the constitutional rule-making authority of the Florida Supreme Court. *See* Art. V, § 2, Fla. Const.

50. It is no consequence that the Endorsement is part of an insurance contract between Citizens and its insureds. Just as parties by way of contract, stipulation, or agreement may not confer subject matter jurisdiction on a court,[5] parties by way of contract, stipulation, or agreement may not confer judicial power to the executive or legislative branches. *See Wellness Int'l Network, Ltd.* v. Sharif, 575 U.S. 665, 688 (2015) (Roberts, C.J., dissenting, joined by Scalia, J. and Thomas, J.) ("[O]ur precedent direct[s] that 'parties cannot by consent cure an Article III violation implicating the structural separation of powers.") (quoting *Commodity Futures Trading Comm'n v. Schor*, 478 U.S. 833, 850–851(1986)); *id.* at 706 (Thomas, J., dissenting) ("Our duty is to enforce the Constitution as written, not as revised by private consent, innocuous or otherwise."). Citizens and its insureds (including Plaintiffs) may not constitutionally consent—with or without the Legislature's approval—to revise the Florida Constitution to grant judicial power to Florida's executive branch and its agencies and officials.

[5] *E.g., State Farm Fla. Ins. Co. v. Roof Pros Storm Div., Inc.*, 346 So. 3d 163, 164 (Fla. 5th DCA 2022) ("[S]ubject-matter jurisdiction cannot be conferred by agreement of the parties.").

51. It is of no consequence that private arbitrators presiding over contractual and other disputes may have some of the same powers granted to the DOAH judges by section 627.351(6)(*ll*) and the Endorsement. It is also of no consequence that the Endorsement states the DOAH alternative dispute resolution is mandatory arbitration pursuant to the Revised Florida Arbitration Code. This is so because:

a. Private arbitrators, unlike DOAH and its ALJs, are not subject to the Florida Constitution's provisions prohibiting the executive branch and its agencies and officials from exercising judicial power.

b. Private arbitrators do not have the authority—unlike the authority purportedly granted to DOAH and its ALJs by section 627.351(g)(*ll*) and the Endorsement—to enter judgments, which is a "quintessential judicial function." *Wellness Int'l Network,* 575 U.S. at 688 & n.6 (Thomas, J., dissenting) (contrasting judges and arbitrators by noting that the decisions of the latter "could not be binding as a judgment, but only as an award").

c. Section 627.351(6)(*ll*) itself does not mention or incorporate Florida's Arbitration Code (Chapter 682) but instead, as previously alleged, grants DOAH and its ALJs the authority to enter judgments (a power that arbitrators lacked in history and under Chapter 682).

d. Assuming Chapter 682 does apply because of the Endorsement (notwithstanding that section 627.351(6)(*ll*) does not mention Chapter 682), the provisions in Chapter 682 allowing for judicial review of arbitration awards are not nearly as robust, comprehensive, or exacting as the provisions in Chapter 120 allowing for judicial review of administrative actions and thus are insufficient under the Florida Constitution.

52. Since the first quarter of 2024, DOAH judges, by the authority granted under the Endorsement and section 627.351(6)(*ll*), have conducted proceedings and entered case management orders that:

a. exempt their proceedings from DOAH procedural rules addressing substantial interests and all of Chapter 120;

b. replace Chapter 120 procedures and DOAH procedures with the Florida Rules of Civil Procedure and apply sections 57.105 and 768.79 as if filed in the courts of this state;[6]

c. designate the insured as the petitioner even when Citizens invokes the Endorsement, which places the burden of proof on the insured;

d. state that the insured cannot terminate the proceeding through a voluntary dismissal or otherwise;[7]

e. provide that the insured cannot challenge the Endorsement;

f. prohibit moving for any summary disposition, such as a motion to dismiss or summary judgment;

g. hear insurance policy disputes as a court;

h. interpret insurance policies as a court;

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[6] But the rules of procedure are subject to modification by the DOAH judges, who can supersede rules of civil procedure when they want to do so.

[7] An insured cannot drop the insurance claim to avoid the court proceeding altogether and avoid assessment of attorneys' fees against the insured, which have run into the tens or perhaps hundreds of thousands of dollars awarded *against* insureds.

i. determine insurance policy coverage as a court;

j. make evidentiary findings as a court;

k. hear witnesses as a court;

l. award attorney's fees and costs as a court;

m. make other rulings that are reserved for a court and judicial in nature; and

n. enter awards that are immune to normal judicial review as required by the Florida Constitution.

53. The upshot is that, pursuant to section 627.351(6)(*ll*) and the Endorsement, Defendants have created, enforced, and adopted their own court, rules, and procedures to be applied to insurance disputes between Citizens and its insureds.

54. To make matters worse, the Legislature granted Citizens an exemption in section 627.351(6)(*ll*)1—unique to Citizens and unavailable to private insurers—that ensured that insureds could not in any way avoid the Endorsement and were forced to agree to the unconstitutional DOAH court. Specifically, the law expressly exempted Citizens' insureds from the consumer protections of section 627.70154, Florida Statutes. *See* § 627.351(6)(*ll*)1 ("Any such policies are not subject to s. 627.70154.").

55. Not surprisingly, Defendants have implemented their section 627.351(6)(ll) court powers and system overwhelmingly to Citizens' benefit:

a. As of December 31, 2024, 362 claim disputes have been referred to DOAH for dispute resolution, 97% of which were invoked by Citizens.

b. The DOAH contract with Citizens includes estimated costs for upwards of 320 claims per month sent to the DOAH court system by the end of 2025 and for 2026 and 2027.

c. As of July 2025, Citizens has prevailed in approximately 90% of insurance disputes with insureds submitted to the new DOAH court system that went to a contested final hearing.

d. Citizens has been awarded by DOAH ALJs, in total, upon information and belief, tens of thousands and possibly hundreds of thousands of dollars in attorneys' fees against individual insureds.

**PLAINTIFFS' PREDICAMENT**

56. Collectively, Plaintiffs suffered from Defendants' application of their section 627.351(6)(*ll*) court proceedings as stated above.

57. Plaintiffs' residential properties were and are still insured under a renewed Citizens policy. *See* Exs. A–D

58. Plaintiff Stainton Williams is 92 years old, in poor health, on dialysis, and does not speak English. Mr. Williams did not knowingly consent to the Endorsement requiring dispute resolution in DOAH and was not provided with any premium discount, election form, or non-DOAH alternative. It was buried in a multi-page renewal policy allegedly sent to him via US Mail with no opportunity for Plaintiff to avoid or reject the Endorsement or receive any consideration for it.

59. On September 26, 2024, Mr. Williams' property, insured by Citizens, sustained covered wind-related damage. Despite the property being approximately ten miles from the nearest body of water and unaffected by any storm surge, Citizens denied the claim on October 11, 2024, asserting that the loss was caused by a storm surge rather than a covered hurricane or wind event.

60. With no alternative avenue for relief, Plaintiff Williams served a Notice of Intent to Initiate Litigation pursuant to section 627.70152, Florida Statutes. In response, with no attempt to negotiate with Plaintiff, Citizens unilaterally invoked the Endorsement and blocked Plaintiff from pursuing judicial relief before a constitutional court. During the DOAH proceeding, Citizens opposed all constitutional objections to the proceeding and the ALJ.

61. Concurrently, the other Plaintiffs—Milande Leo, Serge Vixamar, Jean Yveman Pierre, Osmany Cruz De La Fe and Lianne Robaina—share the same plight with Plaintiff Williams.

62. On June 3, 2025, Plaintiffs Leo and Vixamar's property sustained covered wind-related damage. The claim that they submitted was then denied by Citizens on June 23, 2025 alleging that the damage was caused by wear and tear.

63. A Notice of Intent to Initiate Litigation was filed by Plaintiffs Leo and Vixamar on September 1, 2025, but Citizens responded by once again unilaterally invoking to resolve the issue through DOAH on September 2, 2025.

64. As for Plaintiff Jean Yveman Pierre, his property also suffered covered wind-related damage on July 3, 2024. However, his

claim received the same ill-fated response from Citizens last August 22, 2024, citing that the damage was due to wear and tear.

65. A Notice of Intent to Initiate Litigation was filed by Plaintiff Pierre on August 8, 2025, but Citizens maintained its stance in denying the claim and unilaterally invoked DOAH to resolve the issue on August 12, 2025.

66. Plaintiffs Osmany Cruz De La Fe and Lianne Robaina's property also endured covered wind-related damage on February 24, 2025. Unsurprisingly, Citizens had the same denial response on July 3, 2025 saying that the damage was due to wear and tear.

67. Citizens was also served with a Notice of Intent to Initiate Litigation on December 23, 2025, but as expected, it invoked an alternative dispute resolution through the Division of Administrative Hearings on January 5, 2026.

**ONGOING, WIDESPREAD CONDUCT**

68. This is not an isolated occurrence. Citizens has expanded, and intends to continue expanding, its use of the DOAH "court" to adjudicate appraisal disputes and other claim handling disputes under Citizens' insurance policies.

69. In each DOAH proceeding, the insured has been systematically subject to the unconstitutional court system created by section 627.351(6)(*ll*), Florida Statutes. Defendants have implemented a systemic policy and practice under section 627.351(6)(*ll*) that violate the Florida Constitution.

**COUNT 1: DECLARATORY RELIEF**

70. Plaintiffs incorporate the allegations in paragraphs 1–69.

71. Plaintiffs seek declaratory relief under Chapter 86, Florida Statutes, and they invoke the full extent of the powers granted to this Court under Chapter 86.

72. A present controversy exists between Plaintiffs and Defendants about whether Defendants may constitutionally exercise the judicial powers granted to them by section 627.351(6)(*ll*) and the Endorsement.

73. The parties have an actual, present, adverse, and antagonistic interest in the subject matter. The antagonistic and adverse interests are before this Court by proper process.

74. There is a bona fide, actual, present practical need for the Court's declaration. The relief sought is not merely the giving of legal advice.

75. The relief concerns the existence of Plaintiffs' rights under the Florida Constitution to not have their dispute with Citizens judicially adjudicated by Florida's executive branch, its agencies, and its officials. Plaintiffs are in doubt about their rights under the Florida Constitution.

76. Plaintiffs do not seek declaratory relief to contest the merits of any underlying insurance coverage or claim determination by Citizens, and they do not seek review of whether any DOAH ruling was correct as a matter of fact or law. Plaintiffs instead seek to test whether Defendants—an executive agency and its officials—possess the constitutional authority to exercise judicial power by operating as an adjudicatory tribunal for contractual disputes between Citizens and its insureds.

77. Defendants lack that authority because the Florida Constitution vests the judicial power exclusively in the Article V courts, and that constitution also prohibits executive branch actors from exercising judicial power absent express constitutional authorization. No provision of the Florida Constitution authorizes DOAH, its Director, or its Administrative Law Judges to adjudicate

insurance contract disputes, enter judgments or fee awards, or otherwise exercise judicial power over Citizens and its insureds.

78. To the extent Defendants contend their authority derives from section 627.351(6)(ll), Florida Statutes, that statute cannot supply valid authority as it purports to confer judicial power on executive branch actors or to establish a non-Article V court.

79. Wherefore, Plaintiffs request that this Court declare:

a. Defendants may not exercise any judicial powers granted to them by section 627.351(6)(*ll*), Florida Statutes, the Endorsement, or any other written or unwritten law, custom, or practice;

b. no other agency or official of the executive branch may aid or abet Defendants in exercising such judicial powers;

c. section 627.351(6)(*ll*) is unconstitutional facially and as applied to Plaintiffs; and

d. any other relief that is necessary to effectuate the relief sought by Plaintiffs.

## COUNT 2: INJUNCTIVE RELIEF

80. Plaintiffs incorporate the allegations in paragraphs 1–69.

81. Plaintiffs seek injunctive relief.

82. Plaintiffs have a clear legal right—under the Florida Constitution—that their disputes with Citizens shall not be adjudicated by Florida's executive branch, its agencies, and its officials.

83. Plaintiffs do not have an adequate remedy at law. By enacting section 627.351(6)(*ll*), the Legislature has unconstitutionally authorized Defendants—an agency and officials of the executive branch—to exercise judicial power to adjudicate Plaintiffs' disputes with Citizens. The harm caused to Plaintiffs by Defendants' unconstitutional exercise of judicial power cannot be adequately compensated by monetary damages. Such damages cannot be quantified. Furthermore, the Legislature by general law has not made any provision for bringing suit against the State to recover money damages. *Cf.* Art. X, § 13, Fla. Const. ("Provision may be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating."). Finally, because section 627.351(6)(*ll*) has made DOAH proceedings involving Citizens

and its insureds not subjected to Chapter 120 and has eliminated judicial review under section 120.68, Florida Statutes, neither Chapter 120 nor section 120.68 can provide an adequate remedy at law.

84. Absent injunctive relief, Plaintiffs have suffered and will continue to suffer irreparable harm. Under section 627.351(6)(*ll*) and the Endorsement, Plaintiffs are being subjected to the unconstitutional exercise of judicial power by Defendants—an executive agency and its officials. An injunction prohibiting the exercise of such judicial power by Defendants is necessary to repair the harm being suffered by Plaintiffs.

85. Wherefore, Plaintiffs request that this Court enjoin:

a. Defendants from exercising the judicial powers granted to them by section 627.351(6)(*ll*), Florida Statutes, the Endorsement, or any other written or unwritten law, custom, or practice;

b. other agencies or officials of the executive branch from aiding or abetting Defendants in exercising such judicial powers; and

c. any other relief that is necessary to effectuate the relief sought by Plaintiffs.

Date: March 12, 2026

Respectfully Submitted,

**EDWARD H. ZEBERSKY P.A.**

*/s/ Edward H. Zebersky*
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**CREED & GOWDY, P.A.**

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-and-

**MAC LEGAL, P.A.**

*/s/ Michael A. Citron*
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(954) 395-2954
*Co-Counsel for Plaintiffs*

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Clerk of Court on March 12, 2026, via the Florida Courts E-Filing Portal, which will serve a notice of electronic filing to all counsel of record:

**Alan Lawson**
**Jason Gonzalez**
**Vivekka Suppiah**
LAWSON HUCK GONZALEZ, PLLC
101 E. College Avenue, 5th Floor
Tallahassee, Florida 32301

alan@lawsonhuckgonzalez.com
jason@lawsonhuckgonzalez.com
vivekka@lawsonhuckgonzalez.com
michelle@lawsonhuckgonzalez.com
alyssa@lawsonhuckgonzalez.com
*Counsel for Defendants, Division of Administrative Hearings, Schwartz, Resavage, Horgan, and Horton*

# Exhibit "A"

Ex. A-2

**Citizens Property Insurance Corporation**
2101 Maryland Circle
Tallahassee, FL 32303

# Certified Policy Request

**Date:** 4/3/2025

**Requestor's Name:** Erika Barnes **Contact Number:** _____

**Requestor's Employer:** Citizens Property Insurance **Email Address:** erika.barnes@citizensfla.com

| Insured's Name: Stainton Williams | | Date of Loss: 09/26/2024 |
|---|---|---|
| Policy Number: 02193693 | Policy Term: 11/22/2023 - 24 | Claim Number: 001-00-516220 |

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

☑ Certified Copy of the Policy in Force on the Date of Loss (includes the policy form, the dec page and policy endorsements in force on the date of loss).

☐ Renewal Packet sent to the policyholder for the most recent renewal prior to the date of loss (in addition to the renewal offer, this includes the "Notice of Change in Policy Terms", policy documents, and other policy-related information).

☐ Certified Copy of Other Policy (or Policies) and Renewal Packet(s) for terms unrelated to the Date of Loss:

- For each policy being requested, list the year the policy was in force: _____
- For each renewal packet being requested, please specify the year of each policy for which a renewal packet is being requested. _____

☑ Underwriting information, including the completed application, inspection reports, and agent communications regarding the risk.

☐ Policy notes relating to the Policy in Force on the Date of Loss.*

*Please allow two to three weeks for a reply to a request that includes policy notes.

**For other information, please send a public records request to Citizens' Records Custodian at the mailing address, email address, or fax number provided on this form.**

Where should the documents be sent; please select one. ☑ *E-mail* ☐ *US Mail*

Email Address: LDCU_LIBCertPolicy@citizensfla.com

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

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

**Requirements**

**Insured** – Complete and return the form
**Public Adjusters** - Complete and return the form with a copy of the letter of representation with your request.
**Attorneys** - Complete and return the form. Please include a copy of the letter of representation with your request.
**Agents** – In order to receive a copy of the policy, you must be the agent of record for the policy term you are requesting. Complete and return the form.

Please return this document to
CertifiedPolicyRequests@Citizensfla.com

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

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

# AFFIDAVIT OF CUSTODIAN OF RECORDS

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

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

2. Attached hereto is a copy of Citizens' Policy No. **02193693** of Policyholder **Stainton Williams.**

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

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

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

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

Victoria Barbosa
Digitally signed by Victoria Barbosa
Date: 2025.04.04 11:08:44 -04'00'

April 4, 2025
Date

**Victoria Barbosa**
Records Assistant
Citizens Property Insurance Corporation

Carlos Beruff, Chairman, Manatee County ● Josh Becksmith, St. Johns County ● Jason Butts, Pinellas County
LeAnna Cumber, Duval County ● Erin Knight, Miami-Dade County ● Charlie Lydecker, Volusia County
Jamie Shelton, Duval County ● Robert A. Spottswood, Monroe County ● Frank White, Escambia County
Tim Cerio, President/CEO and Executive Director

**CITIZENS PROPERTY INSURANCE CORPORATION**
301 W BAY STREET, SUITE 1300
**JACKSONVILLE FL 32202-5142**

CITIZENS
PROPERTY INSURANCE CORPORATION

# Homeowners HO-3 Special Form Policy - Declarations

**POLICY NUMBER:** 02193693 - 8 **POLICY PERIOD:** **FROM** 11/22/2023 **TO** 11/22/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** RENEWAL

| **Named Insured and Mailing Address:** | **Location Of Residence Premises:** | **Agent:** **FI. Agent Lic. #:** A287403 |
|---|---|---|
| **First Named Insured:**<br>Stainton Williams<br>1400 NW 113TH TER<br>MIAMI, FL 33167-3628<br>Phone Number: 305-761-4895 | 1400 NW 113TH TER<br>MIAMI FL 33167<br>**County:**MIAMI-DADE | CITIZENS INSURANCE SERVICES<br>JANICE KLOCKO<br>P.O. BOX 19769<br>JACKSONVILLE, FL 32245<br>Phone Number: 866-240-9353<br>**Citizens Agency ID#:** 23582 |

**Primary Email Address:**
bloallen@bellsouth.net

**Additional Named Insured:** Please refer to “ADDITIONAL NAMED INSURED(S)” section for details

Coverage is only provided where a premium and a limit of liability is shown

**All Other Perils Deductible: $2,500**

**Hurricane Deductible: $9,065 (5%)**

| | LIMIT OF LIABILITY | ANNUAL PREMIUM |
|---|---|---|
| **SECTION I - PROPERTY COVERAGES** | | $3,536 |
| A. Dwelling : | $181,300 | |
| B. Other Structures: | $3,630 | |
| C. Personal Property: | $45,330 | |
| D. Loss of Use: | $18,130 | |
| **SECTION II - LIABILITY COVERAGES** | | |
| E. Personal Liability: | $100,000 | $15 |
| F. Medical Payments: | $2,000 | INCLUDED |
| **OTHER COVERAGES** | | |
| Ordinance or Law Limit (25% of Cov A) | (See Policy) | Included |

| | |
|---|---|
| **SUBTOTAL:** | **$3,551** |
| **Florida Hurricane Catastrophe Fund Build-Up Premium:** | $88 |
| **Premium Adjustment Due To Allowable Rate Change:** | $0 |

**MANDATORY ADDITIONAL CHARGES**:

| | |
|---|---|
| 2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment | $25 |
| 2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment | $36 |
| Emergency Management Preparedness and Assistance Trust Fund (EMPA) | $2 |
| Tax-Exempt Surcharge | $64 |

**TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:** **$3,766**

The portion of your premium for:

Hurricane Coverage is $2,080 Non-Hurricane Coverage is $1,559

**Authorized By:** JANICE KLOCKO **Processed Date:** 10/02/2023

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# Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 02193693 - 8

**First Named Insured:** Stainton Williams

**POLICY PERIOD: FROM** 11/22/2023 **TO** 11/22/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

## Forms and Endorsements applicable to this policy:

CIT 23 70 02 23, CIT 04 96 02 23, CIT HO 03 15 10 23, CIT 04 86 02 23, CIT 04 85 02 23, IL P 001 01 04, CIT 24 02 23, CIT HO-3 06 23

| Rating/Underwriting Information | | | |
|---|---|---|---|
| **Year Built:** | 1954 | **Protective Device - Burglar Alarm:** | No |
| **Town / Row House:** | No | **Protective Device - Fire Alarm:** | No |
| **Construction Type:** | Masonry | **Protective Device - Sprinkler:** | None |
| **BCEGS:** | Ungraded | **No Prior Insurance Surcharge:** | No |
| **Territory / Coastal Territory:** | 034 / 00 | **Terrain:** | C |
| **Wind / Hail Exclusion:** | No | **Roof Cover:** | FBC Equivalent |
| **Municipal Code - Police:** | 999 | **Roof Cover - FBC Wind Speed:** | N/A |
| **Municipal Code - Fire:** | 999 | **Roof Cover - FBC Wind Design:** | N/A |
| **Occupancy:** | Owner Occupied | **Roof Deck Attachment:** | Unknown |
| **Use:** | Primary | **Roof-Wall Connection:** | Toe Nail |
| **Number of Families:** | 1 | **Secondary Water Resistance:** | No |
| **Protection Class:** | 4 | **Roof Shape:** | Unknown |
| **Distance to Hydrant (ft.):** | 600 | **Opening Protection:** | None |
| **Distance to Fire Station (mi.):** | 2 | | |

A premium adjustment of ($181) is included to reflect the building's wind loss mitigation features or construction techniques that exists.

A premium adjustment of $0 is included to reflect the building code effectiveness grade for your area. Adjustments range from a 2% surcharge to a 13% credit.

Your property coverage limits have been adjusted for inflation.

Your policy premium has increased by $5. Of this amount:

The premium difference due to an approved rate change is $0
The premium difference due to changes in your coverage is $15
The premium difference due to mandatory additional charges plus FHCF Build-up is ($10)

| ADDITIONAL NAMED INSURED(S) | |
|---|---|
| **Name** | **Address** |
| No Additional Named Insureds | |

| ADDITIONAL INTEREST(S) | | | |
|---|---|---|---|
| **#** | **Interest Type** | **Name and Address** | **Loan Number** |

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 02193693 - 8

**First Named Insured:** Stainton Williams

**POLICY PERIOD: FROM** 11/22/2023 **TO** 11/22/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**WARNING: PREMIUM PRESENTED COULD INCREASE BY UP TO 45% IF CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR CATASTROPHE.**

# FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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

**FLORIDA LAW REQUIRES SECURING AND MAINTAINING FLOOD INSURANCE AS A CONDITION OF COVERAGE WITH CITIZENS. FLOOD INSURANCE MUST BE MAINTAINED THROUGHOUT THE POLICY PERIOD AND EVERY RENEWAL THEREAFTER. CITIZENS MAY DENY COVERAGE OF A PERSONAL LINES RESIDENTIAL RISK TO AN APPLICANT OR INSURED WHO REFUSES TO SECURE AND MAINTAIN FLOOD INSURANCE.**

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 02193693 - 8
**First Named Insured:** Stainton Williams

**POLICY PERIOD: FROM** 11/22/2023 **TO** 11/22/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**If this Policy is located within the Special Flood Hazard area defined by the Federal Emergency Management Agency (FEMA), flood coverage must be in place:**

a. **Effective on or after April 1, 2023, for a new Citizens policy.**
b. **Effective on or after July 1, 2023, for the renewal of a Citizens policy.**

**If the property insured by Citizens under this policy is located outside of the Special Flood Hazard area, flood coverage must be in place effective on or after:**

a. **January 1, 2024, for property valued at $600,000 or more.**
b. **January 1, 2025, for property valued at $500,000 or more.**
c. **January 1, 2026, for property valued at $400,000 or more.**
d. **January 1, 2027, for all property insured by Citizens.**

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

---

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

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

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 02193693 - 8

**First Named Insured:** Stainton Williams

**POLICY PERIOD: FROM** 11/22/2023 **TO** 11/22/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

# TO REPORT A LOSS OR CLAIM CALL 866.411.2742

IN CASE OF LOSS TO COVERED PROPERTY, YOU MUST TAKE REASONABLE EMERGENCY MEASURES SOLELY TO PROTECT THE PROPERTY FROM FURTHER DAMAGE IN ACCORDANCE WITH THE POLICY PROVISIONS.

PROMPT NOTICE OF THE LOSS MUST BE GIVEN TO US OR YOUR INSURANCE AGENT. EXCEPT FOR REASONABLE EMERGENCY MEASURES, THERE IS NO COVERAGE FOR REPAIRS THAT BEGIN BEFORE THE EARLIER OF: (A) 72 HOURS AFTER WE ARE NOTIFIED OF THE LOSS, (B) THE TIME OF LOSS INSPECTION BY US, OR (C) THE TIME OF OTHER APPROVAL BY US.

THIS POLICY CONTAINS LIMITS ON CERTAIN COVERED LOSSES, ALL SUBJECT TO THE TERMS AND CONDITIONS OF YOUR POLICY. THESE LIMITS MAY INCLUDE A $10,000 LIMIT ON COVERAGE FOR COVERED LOSSES CAUSED BY ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM FROM SPECIFIED HOUSEHOLD SYSTEMS, SEEPAGE OR LEAKAGE OF WATER OR STEAM, CONDENSATION, MOISTURE OR VAPOR, AS DESCRIBED AND INSURED IN YOUR POLICY (HEREAFTER COLLECTIVELY REFERRED TO AS ACCIDENTAL DISCHARGE OF WATER IN THIS PARAGRAPH). AS ANOTHER EXAMPLE,THERE IS ALSO LIMIT OF $3,000 APPLICABLE TO REASONABLE EMERGENCY MEASURES TAKEN TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER. THE AMOUNT WE PAY FOR THE NECESSARY REASONABLE EMERGENCY MEASURES YOU TAKE SOLELY TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER WILL BE DEDUCTED FROM THE $10,000 LIMIT ON COVERAGE FOR ACCIDENTAL DISCHARGE OF WATER.

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

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.**

# NOTICE OF PRIVACY POLICY

| FACTS | WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION? |
|---|---|
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do. |
| **What?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>- Social Security number<br>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth and occupation<br>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information<br>- Credit card or bank account information<br>- Mortgage information<br>- Information from your visits to *www.citizensfla.com*<br>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice. |
| **How?** | All financial companies need to share customers' personal information to run their everyday business. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Citizens share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes** – we share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law. | Yes | No |
| **For our marketing purposes** – to offer our products and services to you | No | We don't share. |
| **For joint marketing with other financial companies** | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your transactions and experiences | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your creditworthiness | No | We don't share. |
| **For nonaffiliates to market to you** | No | We don't share. |
| **Questions?** | Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to www.citizensfla.com | |

| Page 2 | |
|---|---|
| **What we do** | |
| How does Citizens protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees and vendors are authorized to access information only for valid business reasons. They must agree in writing to maintain the confidentiality of nonpublic personal information. We do not share medical information unless authorized by you or as required by law. |
| How does Citizens collect my personal information? | We collect your personal information, for example, when:<br>- You apply for insurance<br>- We process your application<br>- You pay insurance premiums<br>- You give us your contact information<br>- You give information to your agent or property inspector<br>- You file an insurance claim (or if a claim is made against you)<br>- You show us your government-issued ID or driver's license<br>- You visit Citizens' website if you voluntarily provide the information<br>We also collect information, such as your loss history, from other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:<br>- Sharing for affiliates' everyday business purposes – information about your creditworthiness<br>- Affiliates from using your information to market to you<br>- Sharing for nonaffiliates to market to you<br>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| **Definitions** | |
| Affiliates | These are companies related by common ownership or control. They can be financial and nonfinancial companies.<br>Citizens has no affiliates. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:<br>- Independent insurance agents and agencies<br>- Independent adjusters or claims representatives<br>- Inspection companies<br>- Auditors<br>- Insurance support organizations<br>- Attorneys, courts, and government agencies |
| Joint marketing | This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>Citizens does not jointly market. |
| **Other important information** | |
| State law: The Florida public records law requires that all information received by a state entity be made available to anyone upon request, including e-mail addresses, unless the information is subject to a specific statutory exemption. | |

| Page 3 | |
|---|---|

| Notice of Collection and Use of Social Security Numbers | |
|---|---|
| Introduction | Section 119.071(5), Florida Statutes, governs the collection of Social Security numbers by certain government entities, including Citizens. Citizens collects Social Security numbers only in cases where it is specifically authorized to do so or when it is imperative for performance of Citizens' duties. To protect your identity, Citizens secures your Social Security number from unauthorized access and strictly prohibits the release of your Social Security number to unauthorized parties contrary to state or federal law. |
| How are Social Security numbers used to underwrite and service my policy? | Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:<br>- Obtaining loss history reports for underwriting purposes<br>- Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes<br>- Reporting unclaimed property to state government agencies<br>- Processing insurance claims<br>- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements |

**Table of Laws and Regulations**

The table below summarizes the purposes for which Citizens collects Social Security numbers and the laws and regulations under which collection is authorized or required. It also identifies whether collection is authorized by statute or mandatory for the performance of that agency's duties and responsibilities as prescribed by law.

| Purpose for Collection | Law or Regulation | Authorized by Statute | Mandatory for Performance of Agency Duties |
|---|---|---|---|
| Obtaining Loss History Reports | 627.351(6)(n), Florida Statutes | | ✓ |
| Implementing the enhanced clearinghouse application | 627.3518(3)(e), Florida Statutes | | ✓ |
| Reporting unclaimed property | Chapter 717, Florida Statutes | ✓ | |
| Processing insurance claims | 627.351(6)(k) | | ✓ |
| Office of Foreign Asset Control requirements | 31 CFR 501 et seq | | ✓ |

CITIZENS
PROPERTY INSURANCE CORPORATION

**POLICYHOLDER NOTICE**
**IMPORTANT INFORMATION**

Dear Policyholder,

Ordinance or Law coverage is an important coverage provided to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition. This coverage is available at either 25% or 50% of the Coverage A limit of liability shown in your policy Declarations.

Ordinance or Law coverage in the amount of 25% of the Coverage A limit of liability may be included in your policy at no additional premium. If you choose (or have chosen) the 50% option, the additional coverage and premium will be reflected in your policy Declarations.

However, for those insureds with a Citizens Homeowners 8 policy (Policy form CIT HO-8), if you have chosen (or choose) actual cash value loss settlement and Form CIT 04 81, Actual Cash Value And Exclusion of Ordinance or Law, is shown in your policy Declarations, Ordinance or Law Coverage is **not** provided in your policy.

If you wish to add or change Ordinance or Law coverage, you must request this from your agent. Please note this addition or change in coverage may only occur at renewal.

CITIZENS PROPERTY INSURANCE CORPORATION

# Acknowledgement of Potential Surcharge and Assessment Liability

We are required by law to send you this notice to inform you about the potential for surcharges and assessments to be applied to your policy.

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

More information regarding assessments and surcharges is available under the *Policyholder* section of our website, *www.citizensfla.com*.

Citizens Property Insurance Corporation

## POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of $3,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

| | Citizens Policy | ABC Insurance Policy |
|---|---|---|
| **If your annual premium is:** | $3,000 | $3,000 |
| **Tier 1**: Potential Citizens Policyholder Surcharge (one- time assessment up to 45% of premium) | $1,350 | N/A |
| **Tier 2**: Potential Regular Assessment (one -time assessment up to 2% of premium) [1] | N/A | $60 |
| **Tier 3**: Potential Emergency Assessment (up to 30% of premium annually, may apply for multiple years) [2] | $900 | $900 |
| **Potential Annual Assessment:** | **$2,250** | **$960** |

**Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law. Assessment tiers are triggered based on the severity of the deficit. Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.**

Notes:

1 – Tier 2 additional assessments may be incurred for other property/casualty policies that are subject to assessment.

2 – Tier 3 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

CITIZENS
PROPERTY INSURANCE CORPORATION

**POLICYHOLDER NOTICE**
**IMPORTANT INFORMATION**

Dear Policyholder,

This offer of renewal contains a separate deductible for hurricane losses and a separate deductible for all other peril (AOP) losses. The hurricane deductible and AOP deductible you previously selected are shown in the enclosed Declaration page(s) of this renewal offer.

Citizens offers you the choice of several hurricane deductible options. If your policy dwelling limit is $100,000 or more (or personal property limit, if applicable), you may choose a hurricane deductible of 2, 5 or 10 percent of your limit. In addition to these deductibles, you may also choose a hurricane deductible of $500 if your policy dwelling limit is less than $100,000 (or personal property limit, if applicable).

The all other perils (AOP) deductible options you may choose are $500, $1,000 or $2,500, but may not exceed the hurricane deductible you select.

All of these deductible options may not be available due to the policy dwelling limit (or personal property limit, if applicable).

You may select different deductibles now or at any future renewal. If you have suffered hurricane losses in the current calendar year, a request to reduce your hurricane deductible will not be effective until January 1 of the following year.

A mandatory sinkhole deductible may apply in some policies and will be shown in your Declarations, if applicable.

If you have questions about these deductibles or want to change your deductibles, contact your Citizens agent for assistance. **The request to change your deductibles must be received by Citizens prior to the renewal date of your policy.**

*This notice does not provide coverage nor does this notice replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided with. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.*

# Checklist of Coverage

**Policy Type:** Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: $181,300

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: $3,630

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Personal Property Coverage

Limit of Insurance: $45,330

Loss Settlement Basis: Actual Cash Value

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Deductibles

Annual Hurricane: $9,065 (5%)

All Perils (Other Than Hurricane): $2,500

## Checklist of Coverage (continued)

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

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

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

| **Loss of Use Coverage** | | | |
|---|---|---|---|
| Coverage | | Limit of Insurance | Time Limit |
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | | |
| Y | Additional Living Expense | $18,130 | 24 Consecutive Months |
| Y | Fair Rental Value | | 24 Consecutive Months |
| Y | Civil Authority Prohibits Use | | 2 weeks |

| **Property - Additional/Other Coverages** | | | | |
|---|---|---|---|---|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | Limit of Insurance | Amount of insurance is an additional amount of coverage or is included within the policy limit. | |
| | | | Included | Additional |
| Y | Debris Removal | See Policy | Y | |
| Y | Reasonable Repairs | See Policy | Y | |
| Y | Property Removed | See Policy | Y | |
| N | Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money | | | |
| Y | Loss Assessment | $1,000 | | Y |
| Y | Collapse | See Policy | Y | |
| Y | Glass or Safety Glazing Material | See Policy | Y | |
| Y | Landlord's Furnishings | $2,500 | | Y |
| Y | Law and Ordinance | $45,330 | | Y |
| N | Grave Markers | | | |
| Y | Mold / Fungi | $10,000 | Y | |

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

## Checklist of Coverage (continued)

| Discounts | | |
|---|---|---|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied) | | Dollar ($) Amount of Discount |
| N | Multiple Policy | |
| N | Fire Alarm / Smoke Alarm / Burglar Alarm | |
| N | Sprinkler | |
| Y | Windstorm Loss Reduction | ($181) |
| N | Building Code Effectiveness Grading Schedule | |
| Y | Other | ($478) |

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

**Personal Liability Coverage**

Limit of Insurance: $100,000

**Medical Payments to Others Coverage**

Limit of Insurance: $2,000

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

| Insurer May Insert Any Other Liability Coverage Below | | |
|---|---|---|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | Limit of Insurance |
| Y | Mold Section II | $50,000 |
| | | |
| | | |
| | | |
| | | |

# Notice of Premium Discounts for Hurricane Loss Mitigation

## *** Important Information ***
About Your Personal Residential Insurance Policy

Dear Homeowner,

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

**What factors are considered in establishing my premium?**

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 92%.

**How can I take advantage of the discounts?**

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of $2,076.00 which is part of your total annual premium of $3,766.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

**Homes built prior to the 2001 building code**

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium ($) is **Reduced** by: |
|---|---|---|
| Roof Covering (i.e., shingles or tiles) | | |
| ● Meets the Florida Building Code. | Feature is being Applied | |
| ● Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.) | 12% | $461 |
| How Your Roof is Attached | | |
| ● Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. | Feature is being Applied | |
| ● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. | 10% | $388 |
| ● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood. | 12% | $461 |

| | | |
|---|---|---|
| Roof-to-Wall Connection<br>● Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.<br>● Using Clips – defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.<br>● Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.<br>● Using Double Wraps – straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. | Feature is being Applied<br>4%<br>5%<br>5% | <br>$169<br>$193<br>$193 |
| Roof Shape<br>● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).<br>● Other. | 9%<br>Feature is being Applied | $340 |
| Secondary Water Resistance (SWR)<br>● SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.<br>● No SWR. | 3%<br>Feature is being Applied | $96 |
| Shutters<br>● None.<br>● Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.<br>● Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards. | Feature is being Applied<br>6%<br>9% | <br>$219<br>$340 |

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

## Homes built under the 2001 building code or later

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium ($) is **Reduced** by: |
|---|---|---|
| Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home. | 68% minimum discount does not apply to Citizens' policies. | Additional Credit may be available for upgraded roof-wall or roof deck attachments. Please contact your agent for information. |
| Shutters | | |
| ● None. | N/A | This section only applies to homes built after 2001 |
| ● Intermediate Type – shutters that are strong enough to meet half the old Miami-Dade building code standards. | N/A | N/A |
| ● Hurricane Protection Type – shutters that are strong enough to meet the current Miami-Dade building code standards. | N/A | N/A |
| Roof Shape | | |
| ● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). | N/A | N/A |
| ● Other. | N/A | N/A |

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from N/A to N/A .

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 866-240-9353.

CITIZENS
PROPERTY INSURANCE CORPORATION

# OUTLINE OF YOUR HOMEOWNERS 3 POLICY

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

**Please read your Homeowners policy carefully for complete descriptions and details**. Your Agent will assist you with any questions about your policy.

## SECTION I - PROPERTY COVERAGES

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

***Coverage A – Dwelling***

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

***Coverage B - Other Structures***

Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

***Coverage C - Personal Property***

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

***Coverage D - Loss Of Use***

Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss.

***Reasonable Emergency Measures***

Provides for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage by a peril insured against in accordance with the Policy provisions.

The coverage provides up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when covered loss is caused by accidental discharge or overflow of water or steam from within specified household systems, as described and insured in your policy. For covered loss from other perils insured against, other limits may apply.

***Additional Coverages and Other Coverages***

There are additional coverages and other coverages which include limitations and may not completely protect you against loss.

- Debris Removal
- Property Removed
- Fire Department Service Charge
- Loss Assessment
- Collapse
- Glass Or Safety Glazing Material
- Trees, Shrubs And Other Plants
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Landlord's Furnishings
- Ordinance or Law

Please review your policy for a complete list of items that have special limits and for property that is not covered by this policy.

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

## PERILS INSURED AGAINST

***Coverage A - Dwelling*** *and* ***Coverage B - Other Structures***

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

***Coverage C - Personal Property***

This policy insures under Coverage **C** against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Falling objects
- Smoke
- Aircraft
- Vehicles
- Volcanic eruption
- Theft (on premises only)
- Riot or civil commotion
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Vandalism or malicious mischief
- Catastrophic ground cover collapse
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity

There are some perils not covered under Coverage **A** or **B** and there are limitations to the perils insured against.

## PROPERTY EXCLUSIONS

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

- Sinkhole Loss
- Neglect
- Earth Movement And Settlement
- War or Nuclear Hazard
- Water (Flood and other Water Damage)
- Intentional Loss
- Inherent Vice, Decay, Defect and Mechanical Breakdown
- Theft away from the residence premises
- Off Premises Power Failure
- Repeated Seepage or Leakage of Water or Steam

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

## IMPORTANT DUTIES

Specific duties must be performed after a loss so that we may provide coverage for your loss as described in your policy. Prompt notice of the loss must be given to us or your insurance agent. Refer to the Duties After Loss condition in your policy.

***Notice of Claim to Us*** - Except for reasonable emergency measures, there **is no coverage for repairs** that begin before the earlier of: (a) 72 hours after we are notified of the loss, (b) the time of loss inspection by us, or (c) the time of other approval by us. Please carefully read your entire Policy. **To report a loss or claim, call Citizens Property Insurance Corporation at 866.411.2742**

## OTHER LIMITATIONS

***$10,000 limit on coverage*** - Your Policy contains limits on certain covered losses, which may include a $10,000 limit on coverage for covered losses caused by accidental discharge of water. Payment for reasonable emergency measures will be deducted from the $10,000 limit on coverage. Please read your policy carefully for specific information.

***Homesharing Activities -*** This Policy limits coverage for homesharing activities and does not provide personal liability coverage for homesharing activities.

***Claims, Supplemental Claims and Reopened Claims*** - A claim or reopened claim is barred unless notice of the claim, or reopened claim is given to us in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy within 18 months after the date of loss.

***Sinkhole Loss*** – This policy **does not protect you against** loss due to sinkhole activity, unless Sinkhole Loss Coverage is shown in your Declarations and form **CIT 23 94** is also shown in your Declarations. If coverage is provided, a separate sinkhole deductible will apply and any sinkhole claim, including, but not limited to, initial, supplemental, and reopened sinkhole claims under this policy is barred unless notice of the sinkhole claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the sinkhole loss. Be sure to contact your agent to obtain this important coverage.

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

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

Citizens cannot insure or continue to insure your risk if you do not secure and maintain flood insurance in accordance with Florida law. Citizens **may deny** you insurance coverage if there is failure to secure and maintain flood insurance. See your Insurance Agent for additional detail.

***Windstorm*** - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **HO 04 94** in your Declarations.

Be sure to contact your agent to obtain this important coverage if it is not provided in your policy.

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

***Ordinance Or Law*** – A coverage provided with specified limitations to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition.

***Vacant Property*** - If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, malicious mischief, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss. For all other covered perils, we will reduce the amount we would otherwise pay for a covered loss by 15%.

## SECTION II - LIABILITY COVERAGE

***Coverage E - Personal Liability***

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

***Coverage F - Medical Payments To Others***

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or, under certain circumstances, off the insured premises.

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

## NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. ***Your Right To Cancel*** - You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

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

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

If your policy is cancelled for other than above, we may cancel by giving the first named insured at least 20 days written notice before the date cancellation takes effect.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. We will then give the first named insured at least 120 days advance written notice.

***Nonrenewal*** - If we do not intend to renew your policy, we will mail written notice to the first named insured. We will do so at least 120 days before the expiration date of the policy.

Except, if an offer of coverage from an authorized insurer is received at renewal through Citizens' policyholder eligibility clearinghouse program renders such risk ineligible for Citizens; or nonrenewal is for a policy assumed by an authorized insurer offering replacement or renewal coverage to you; we will nonrenew your policy and mail the written notice at least 45 days before the expiration date of the policy.

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

***Depopulation Provisions*** – Your policy may be taken out, assumed, or removed from Citizens and replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

## PREMIUM CREDITS

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

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

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

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

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

## PREMIUM SURCHARGES

***Tax Exempt Surcharge*** – Statutory surcharge to augment the financial resources of Citizens.

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

## OPTIONAL COVERAGES AVAILABLE

- Personal Property Replacement Cost
- Sinkhole Loss Coverage
- Ordinance Or Law Coverage (Increased Amount Of Coverage)

# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

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# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

**AGREEMENT**

This Policy is issued on behalf of the Citizens Property Insurance Corporation and by acceptance of this Policy you agree:

**1.** That the statements in the Application(s) are your representations;

**2.** That this Policy is issued in reliance upon the truth of those representations;

**3.** That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy; and

**4.** That you are the owner-occupant of the insured dwelling.

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

This Policy does not include, does not insure, and we will not pay for, any “diminution in value”, except under liability coverage in SECTION **II** – LIABILITY COVERAGES.

**DEFINITIONS**

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

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

**1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", “Personal Watercraft Liability”, and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:

**a.** Liability for "bodily injury" or "property damage" arising out of the:

**(1)** Ownership of such vehicle or craft by an "insured";

**(2)** Maintenance, occupancy, operation, use, loading or unloading of:

**(a)** An aircraft, hovercraft, personal watercraft or watercraft, by any person; or

**(b)** A motor vehicle by an “insured”;

**(3)** Entrustment of such vehicle or craft by an "insured" to any person;

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

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

**b.** For the purpose of this definition:

**(1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

**(2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**(3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor, and is not a “personal watercraft”;

**(4)** Motor vehicle means a "motor vehicle" as defined in **15.** below; and

**(5)** Personal watercraft means a "personal watercraft" as defined in **17.** below.

**2.** "Bodily injury"

"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

**3.** "Business"

"Business" means:

**a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

**b.** "Home-sharing host activities"; or

**c.** Any other activity engaged in for money or other compensation, except the following:

**(1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**(2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**(3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**(4)** The rendering of home day care services to a relative of an "insured".


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**4.** “Catastrophic ground cover collapse”

“Catastrophic ground cover collapse” means geological activity that results in all of the following:

**a.** The abrupt collapse of ground cover;

**b.** A depression in the ground cover clearly visible to the naked eye;

**c.** “Structural damage” to the “principal building” insured under this Policy, including the foundation; and

**d.** The “principal building” being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that “principal building”.

**5.** "Diminution in value"

"Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**6.** **“**Electronic transmittal”

**“**Electronic transmittal” means:

**a.** The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or

**b.** The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as “electronically transmitted”, “electronic transmittal”, “electronically transmit” or “electronically transmitting”)

**7.** "Employee"

"Employee" means a person employed by an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**8.** "Fungi"

"Fungi" means any type or form of fungus, including:

**a.** Mold or mildew; and

**b.** Any mycotoxins, toxins, spores, scents or by-products produced or released by fungi.

Under SECTION **II**, this does not include any fungi, yeast or bacteria that are, are on or are contained in a good or product intended for consumption.

**9.** "Home-sharing host activities" means:

**a.** The:

**(1)** Rental or holding for rental; or

**(2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and

**b.** Any other related property or services made available by an "insured" for use during such:

**(1)** Rental; or

**(2)** Mutual exchange of services;

except those property or services provided by another party.

**10.** "Home-sharing network platform" means an online-enabled application, website or digital network that:

**a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and

**b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

**11.** "Home-sharing occupant" means a person, other than an "insured", who:

**a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or

**b.** Is accompanying or staying with a person described in **11.a.** above under such "home-sharing host activities".

**12.** “Hurricane occurrence”

“Hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, which:

**a.** Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;

**b.** Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and


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**c.** Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**13.** "Insured"

"Insured" means:

**a.** You and residents of your household who are:

**(1)** Your relatives; or

**(2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

**b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

**(1)** 24 and your relative; or

**(2)** 21 and in your care or the care of a resident of your household who is your relative; or

**c.** Under SECTION **II**, "insured" also means:

**(1)** With respect to watercraft to which this Policy applies, any person or organization legally responsible for watercraft which are owned by you or any person described in **13.a.** or **13.b.** above.

“Insured” does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or

**(2)** With respect to a “motor vehicle” to which this Policy applies:

**(a)** Persons while engaged in your employ or that of any person described in **13.a.** or **13.b.**; or

**(b)** Other persons using the vehicle on an "insured location" with your consent.

Under both SECTIONS **I** and **II,** when the word “an” immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**14.** "Insured location"

"Insured location" means:

**a.** The "residence premises";

**b.** The part of other premises, other structures and grounds used by you as a residence; and:

**(1)** Which is shown in the Declarations as “Location of Residence Premises”; or

**(2)** Which is acquired by you during the policy period for your use as a residence;

**c.** Any premises used by you in connection with a premises described in **14.a.** and **14.b.** above;

**d.** Any part of a premises:

**(1)** Not owned by an "insured"; and

**(2)** Where an "insured" is temporarily residing;

**e.** Vacant land, other than farm land, owned by or rented to an "insured";

**f.** Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";

**g.** Individual or family cemetery plots or burial vaults of an "insured"; or

**h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

**15.** "Motor vehicle"

"Motor vehicle" means:

**a.** A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or

**b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **15.a.** above.

**16.** "Occurrence"

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

**a.** "Bodily injury"; or

**b.** "Property damage".

All “bodily injury” or “property damage” resulting from or arising out of one cause or a series of related causes is considered one occurrence regardless of the period of time over which such “bodily injury” and “property damage” occurred and regardless of the number of injured persons or locations of “property damage”.


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**17.** “Personal watercraft”

“Personal watercraft” means:

**a.** A watercraft that the rider sits, kneels or stands on rather than inside of, designed to carry one to four people, propelled by a water jet pump; or

**b.** A watercraft designed to be partially or fully submersible.

**18.** “Primary structural member”

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

**19.** “Primary structural system”

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

**20.** “Principal building”

“Principal building” means the dwelling where you reside on the "residence premises" shown as the “Location of Residence Premises" in the Declarations.

“Principal building” does not include:

**a.** Other buildings or other structures at that location, and buildings and structures covered under Coverage **B**;

**b.** Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;

**c.** Buildings, structures and other property excluded or not covered in your Policy;

**d.** Any part of or any other premises, other buildings, other structures and grounds, not located at the “residence premises”; or

**e.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair any property other than the “principal building” on the "residence premises".

**21.** "Property damage"

"Property damage" means physical injury to, destruction of, or loss of use of tangible property.

**22.** "Residence employee"

"Residence employee" means:

**a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

**b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**23.** "Residence premises"

"Residence premises" means:

**a.** The one family dwelling where you reside;

**b.** The two family dwelling where you reside in at least one of the family units; or

**c.** That part of any other building where you reside;

and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

**24.** "Structural damage"

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

**a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

**b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the “primary structural members” or “primary structural systems” that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those “primary structural members” or “primary structural systems” exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

**c.** Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical “primary structural members” to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;


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**d.** Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

**e.** Damage occurring on or after October 15, 2005, that qualifies as “substantial structural damage” as defined in the Florida Building Code.

**25.** “Unoccupied”

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

**26.** “Vacant”

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

**C.** In this Policy, the terms:

**1.** Roomer;

**2.** Boarder;

**3.** Tenant; or

**4.** Guest;

do not include a "home-sharing occupant".

**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

**1.** We cover:

**a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and

**b.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

This coverage is limited to the “principal building” for the peril of “catastrophic ground cover collapse”.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the dwelling is located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

**(5)** Fabric; or

**(6)** Screening;

**c.** Awnings;

**d.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;

**e.** Any attachment to the covered dwelling comprised of thatch, grass, palm, lattice, slats, or similar material; or

**f.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**B. Coverage B – Other Structures**

**1.** We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the other structures are located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

**c.** Other structures from which any "business" is conducted;

**d.** Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

**e.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

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**(5)** Fabric; or

**(6)** Screening;

**f.** Awnings;

**g.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or

**h.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**3.** This coverage does not apply to loss or damage resulting from the peril of “catastrophic ground cover collapse”.

**4.** The limit of liability for this coverage is shown in your Declarations. Use of this coverage does not reduce the Coverage **A** limit of liability.

**C. Coverage C – Personal Property**

**1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

**a.** Others while the property is on the part of the "residence premises" occupied by an "insured"; or

**b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the “residence premises” because it is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C,** or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the "residence premises" because the "residence premises” is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

**a.** $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, pewter other than pewterware, coins and medals.

**b.** $1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards, and comic books.

**(1)** This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

**(2)** This limit includes the cost to research, replace or restore the information from the lost or damaged material.

**c.** $1,000 on watercraft of all types, other than “personal watercraft”, including their trailers, furnishings, equipment and outboard engines or motors.

**d.** $1,000 on trailers and semitrailers not used with watercraft of all types.

**e.** $1,000 on jewelry, watches, furs, precious and semi-precious stones.

**f.** $2,000 on firearms.

**g.** $2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.

**h.** $2,500 on property, on the "residence premises", used primarily for "business" purposes.

This limit does not apply to “Business” data as described in **4.i.** below.


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**i.** $250 on property, away from the "residence premises", used at any time or in any manner for "business" purposes.

However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

**(2)** In or upon a "motor vehicle".

This limit does not apply to “Business” data as described in **4.i.** below.

**j.** $1,000 on portable electronic equipment (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage) that:

**(1)** Reproduces, receives or transmits audio, visual or data signals;

**(2)** Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

**(3)** Is in or upon a "motor vehicle".

**k.** $300 for antennas, tapes, wires, records, disks or other media (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage), that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and;

**(2)** In or upon a “motor vehicle”.

**l.** $500 is the maximum loss payable for covered property stored in freezers or refrigerators on the “residence premises”.

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a ‘hurricane occurrence”, which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

Paragraphs **1.**, **2.** and **3.** above do not apply when the limit of liability for Coverage **C** shown in your Declarations is $0.

**4. Property Not Covered**

We do not cover:

**a.** Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

**b.** Animals, insects, reptiles, birds or fish;

**c.** “Motor vehicles” or all other motorized land conveyances.

This includes a "motor vehicle's" equipment, parts and accessories.

However, this Paragraph **4.c.** does not apply to:

**(1)** The portable electronic equipment coverage provided under **C.3.j.** above; and

**(2)** Motor vehicles or conveyances not required to be registered for use on public roads or property which are:

**(a)** Located on the “residence premises” and used solely to service an “insured’s” residence;

**(b)** A motorized golf cart located on the “residence premises” or while being operated to or from, or on the premises of a golf course; or

**(c)** Designed to assist the handicapped.

The coverage described in **c.(2)** above does not apply to land conveyances, including but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not;

**d.** Aircraft, meaning any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.

This includes any parts, whether or not attached, to the aircraft, model aircraft, hobby aircraft or drone.

However, this exclusion of property does not apply to the model aircraft, hobby aircraft or drone coverage provided under Special Limit Of Liability **3.m.** above;

**e.** Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**f.** Property of:

**(1)** A "home-sharing occupant";


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**(2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and

**(3)** Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**g.** Property in:

**(1)** A space while rented or primarily held for rental to a "home-sharing occupant"; or

**(2)** Subject to Paragraph **C.4.g.(1)**, an apartment regularly rented or held for rental to others by an "insured", except as provided in Other Coverages **G.5.** Landlord's Furnishings under Section **I** – Property Coverages;

**h.** Property rented or held for rental to others off the "residence premises";

**i.** "Business" data, including such data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**j.** Personal data, including data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**k.** Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, scrip, prepaid instruments including stored value cards, gift cards and smart cards, except as provided in **3.a.** above;

**l.** Personal property stored in freezers or refrigerators located off the "residence premises";

**m.** “Personal watercraft”;

**n.** Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;

**o.** Any:

**(1)** Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and

**(2)** Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph **4.o.** does not apply to:

**(3)** Prescription drugs obtained following the lawful orders of a licensed health care professional; or

**(4)** Goods or products containing or derived from hemp, including, but not limited to:

**(a)** Seeds;

**(b)** Food;

**(c)** Clothing;

**(d)** Lotions, oils or extracts;

**(e)** Building materials; or

**(f)** Paper.

However, this Paragraph **4.o.(4)** does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located; or

**p.** Water or steam.

However, we cover the removal and replacement of water in a swimming pool located on the “residence premises”, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for all the coverages in **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use below.


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**1. Additional Living Expense**

If a loss covered under SECTION **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to:

**a.** Repair or replace the damage; or

**b.** If you permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**2. Fair Rental Value**

If a loss covered under SECTION **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you minus any expenses that do not continue while the premises is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the "residence premises", we cover the Additional Living Expense and Fair Rental Value loss as provided in **1.** Additional Living Expense and **2.** Fair Rental Value above for no more than 2 weeks.

**4. Loss Or Expense Not Covered**

We do not cover:

**a.** Pre-event evacuation expenses; or

**b.** Loss or expense due to cancellation of a lease or agreement.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use above are not limited by expiration of this Policy.

**E. Reasonable Emergency Measures**

**1.** We will pay up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**

The $3,000 limit in **E.1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

**a.** Coverage **A**;

**b.** Coverage **B**; or

**c.** Coverage **C**.

**2.** For covered loss caused by SECTION **I** – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**, the $3,000 limit in **E.1.** above does not apply and instead the following applies:

**a.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.

**b.** If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.


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3. The coverage under **E.1.** and **E.2.** above does not:
   a. Increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

      Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures;
   b. Increase any limit of liability that applies to the damaged covered property;
   c. Relieve you of the duties in case of a loss to covered property, as set forth in SECTION **I** – CONDITIONS **B.** Duties After Loss;
   d. Pay for property not covered in this Policy; or
   e. Pay for loss excluded or not covered in this Policy.
4. The exhaustion of the $3,000 Reasonable Emergency Measures limit in **E.1.** above does not prevent you from participating in the services provided under form **CIT 04 85**, if additional emergency water removal services are necessary.

   However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **CIT 04 85**.

   Subject to **E.3.** above, if you are eligible for and request to participate in the services provided under form **CIT 04 85** and we do not offer the services to you, the $3,000 limit in paragraph **E.1.** does not apply.
5. We will not pay under Reasonable Emergency Measures **E.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **CIT 04 86**.

   However, the $3,000 limit in **E.1.** above applies whether or not:
   a. You receive services under form **CIT 04 86**; or
   b. The $10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**F. Additional Coverages**

1. **Trees, Shrubs And Other Plants**

   We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:
   a. Fire or Lightning;
   b. Explosion;
   c. Riot or Civil Commotion;
   d. Aircraft;
   e. Vehicles not owned or operated by a resident of the "residence premises";
   f. Vandalism or Malicious Mischief; or
   g. Theft.

   We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be paid for any one tree, shrub or plant.

   We do not cover:
   a. Cannabis whether or not grown for "business" purposes; or
   b. Property, other than cannabis, grown for "business" purposes.

   This coverage is additional insurance.
2. **Fire Department Service Charge**

   We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

   We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

   This coverage is additional insurance.

   No deductible applies to this coverage.
3. **Loss Assessment**
   a. We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners.

      The assessment must be made as a result of a direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:
      **(1)** Earthquake or
      **(2)** Land shock waves or tremors before, during or after a volcanic eruption.


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**b.** This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

**c.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**d.** The limit of $1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

**e.** Condition **T.** Policy Period, under SECTION **I** - CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

No deductible applies to this coverage.

**4. Ordinance Or Law**

**a.** You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

**(1)** The construction, demolition, remodeling, renovation or repair of that part of a building covered under Coverage **A** damaged by a Peril Insured Against;

**(2)** The demolition and reconstruction of the undamaged part of a building covered under Coverage **A**, when that building must be totally demolished because of damage by a Peril Insured Against to another part of that covered building; or

**(3)** The remodeling, removal or replacement of the portion of the undamaged part of a building covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the covered building damaged by a Peril Insured Against.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.

**b.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

**(1)** Construction;

**(2)** Demolition;

**(3)** Remodeling;

**(4)** Renovation;

**(5)** Repair; or

**(6)** Replacement;

of property as stated in **a.** above.

**c.** We do not cover:

**(1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

**(2)** The costs to comply with any ordinance or law which requires any "insured" or others to:

**(a)** Test for;

**(b)** Monitor;

**(c)** Clean up;

**(d)** Remove;

**(e)** Contain;

**(f)** Treat;

**(g)** Detoxify;

**(h)** Neutralize; or

**(i)** In any way respond to, or assess the effects of:

Pollutants in or on any covered building or other structure.

**(3)** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(a)** Smoke;

**(b)** Vapor;

**(c)** Soot;

**(d)** Fumes;

**(e)** Acids;

**(f)** Alkalis;

**(g)** Chemicals; and

**(h)** Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**G. Other Coverages**

**1. Debris Removal**

**a.** We will pay the reasonable expense you incur for the removal of:

**(1)** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

**(2)** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.


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This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

Debris Removal expense under **G.1.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **G.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**b.** We will also pay the reasonable expense you incur, up to $1,500, for the removal from the "residence premises" of:

**(1)** Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

**(2)** A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

**(1)** Damage a covered structure; or

**(2)** Do not damage a covered structure, but:

**(a)** Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

**(b)** Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The $1,500 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than $1,000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

**3. Collapse**

**a.** The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.

**b.** For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**c.** This Other Coverage – Collapse, does not apply to:

**(1)** A building or any part of a building that is in danger of falling down or caving in;

**(2)** A building or any part of a building that is standing even if it has separated from another part of the building;

**(3)** A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or

**(4)** The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

**(a)** Collapsed;

**(b)** In danger of collapsing or caving in; or

**(c)** Separated from another part of the system;

due to:

**(a)** Age, obsolescence, wear, tear;

**(b)** Fading, oxidization, weathering;

**(c)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(d)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(e)** Shrinkage, expansion, contraction, bellying, corrosion; or

**(f)** Any other age or maintenance related issue.

However, this Other Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.


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**d.** We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

**(1)** The Perils Insured Against named under **C.** Coverage **C** - Personal Property;

**(2)** Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse.

However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Other Coverage **3.c.(4)** above;

**(3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or damage is known to an "insured" prior to collapse;

**(4)** Weight of contents, equipment, animals or people;

**(5)** Weight of rain which collects on a roof; or

**(6)** Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**e.** Loss to a:

**(1)** Fence, awning, patio, pavement, deck;

**(2)** Swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems;

**(3)** Foundation, retaining wall, bulkhead, pier, wharf, dock;

**(4)** Cistern, plumbing system, or any part of a plumbing system, or similar structure;

whether above or below the ground, is not included under **d.(2)** through **(6)** above; unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

**4. Glass Or Safety Glazing Material**

**a.** We cover:

**(1)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

**(2)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; and

**(3)** The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

**b.** This coverage does not include loss:

**(1)** To covered property which results because the glass or safety glazing material has been broken; except as provided in **a.(3)** above; or

**(2)** On the "residence premises" if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement and settlement as provided in **a.(2)** above.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

**c.** Loss to glass covered under this Other Coverage **G.4.** will be settled on the basis of replacement with safety glazing materials when required.

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

**5. Landlord's Furnishings**

We will pay up to $2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than theft, or other than sinkhole loss if form **CIT 23 94** applies to your Policy.

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


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

Landlord's Furnishings under **G.5.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Landlord's Furnishings **G.5.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST A. Coverage **A** – Dwelling And Coverage B – Other Structures.

**6. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

**a.** We will pay up to $10,000 for:

**(1)** The total of all loss payable under SECTION **I** – Property Coverages caused by "fungi", wet or dry rot, yeast or bacteria;

**(2)** The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under SECTION **I** – Property Coverages;

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

**(4)** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria; whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

**b.** The coverage described in **a.** only applies:

**(1)** When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and

**(2)** Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

**c.** $10,000 is the most we will pay for the total of all loss or costs payable including Coverage **D.** Loss of Use, under this Other Coverage **G.6.**, regardless of the:

**(1)** Number of locations insured;

**(2)** Number of occurrences or claims made; or

**(3)** Number of "insureds".

**d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria; loss payment will not be limited by the terms of this Other Coverage **G.6.**, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss will be subject to the terms of this Other Coverage **G.6.**

**e.** This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.

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

**7. Grave Markers**

We will pay up to $5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

**SECTION I – PERILS INSURED AGAINST**

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

**1.** We insure against direct loss to the covered property described in Coverages **A** and **B** only if that loss is a physical loss to property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part **A.** below.

**2.** We do not insure, however, for loss:

**a.** Excluded under Section **I** – Exclusions;

**b.** Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:

**(1)** An abrupt falling down or caving in;

**(2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or


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**(3)** Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to **(1)** or **(2)** above;

except as provided in **G.3.** Collapse under SECTION **I** – Property Coverages; or

**c.** Caused by:

**(1)** Freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant", "unoccupied", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

**(a)** Maintain heat in the building; or

**(b)** Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

**(2)** Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

**(a)** Fence, pavement, patio or swimming pool;

**(b)** Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building, or other structure;

**(c)** Retaining wall or bulkhead, that does not support all or part of a building or other structure; or

**(d)** Pier, wharf or dock;

**(3)** Theft:

**(a)** If such loss arises out of or results from "home-sharing host activities"; or

**(b)** In or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** Theft or attempted theft in or to a dwelling and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(4)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";

**(5)** Vandalism and malicious mischief and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(5)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";


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**(6)** Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the $10,000 limit as set forth in **3.** below.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes, subject to the $10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss:

**(a)** To the system or appliance from which this water or steam escaped;

**(b)** On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;

**(c)** Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the $10,000 limit as set forth in **3.** below.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(d)** To a plumbing system, whether above or below the ground, caused by:

**(i)** Age, collapse, obsolescence, wear, tear;

**(ii)** Fading, oxidization, weathering;

**(iii)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(iv)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(v)** Shrinkage, expansion, contraction, bellying, corrosion;

**(vi)** The unavailability or discontinuation of a part or component of the system; or

**(vii)** Any other age or maintenance related issue;


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**(e)** To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system;

**(f)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(6)(c)** above; or

**(g)** Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

**(7)** Dropped objects to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

**(8)** Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

**(9)** Any of the following:

**(a)** Wear and tear, marring, chipping, scratches, dents, or deterioration;

**(b)** Inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself;

**(c)** Smog, rust, decay or other corrosion;

**(d)** Smoke from agricultural smudging or industrial operations;

**(e)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(i)** Smoke,

**(ii)** Vapor,

**(iii)** Soot,

**(iv)** Fumes,

**(v)** Acids,

**(vi)** Alkalis,

**(vii)**Chemicals; and

**(viii)**Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

**(f)** Settling, shrinking, bulging or expansion, including resultant cracking of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

**(g)** Animals or insects, including but not limited to, bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

The exclusion described in **(9)(g)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

**(h)** Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in **(9)(g)** above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, as covered under **G.3**. SECTION **I** – Other Coverages.

The exclusion described in **(9)(h)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”.


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If any of these in **2.c.(9)** above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss, subject to the $10,000 limit as set forth in **3.** below, caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

SECTION **I** – Exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **2.c.(6)** and **c.(9)** above.

**3.** A $10,000 limit on coverage applies and is the most we will pay for:

**a.** Each covered direct physical loss from all water or steam in paragraphs **2.c.(6)** and **2.c.(9)** above; and

**b.** All cosmetic and aesthetic damage, which occurs in the same loss as **3.a.** above, including any repair or replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss as **3.a.** above, will be deducted from the $10,000 limit on coverage.

**4.** The $10,000 limit on coverage in **3.** above does not apply if:

**a.** At our option we offer and you provide written consent to participate in the services and execute the contract with the Program “Contractor”, as described under **CIT 04 86**; or

**b.** Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **CIT 04 86** to you.

**c.** However **4.** above does not apply if we or the Program “Contractor” described in **CIT 04 86** determine:

**(1)** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or

**(2)** The property is in a condition that impairs or prevents the Program “Contractor’s” ability to repair the covered loss.

In this event, your participation in the Program under **CIT 04 86** is terminated and the $10,000 limit on coverage applies.

**d.** Additionally, if you do not provide written consent to participate in the Program and execute the contract with the Program “Contractor” as described in **CIT 04 86**, or your participation in the Program has been terminated by you or us as described in **CIT 04 86**, or you make a subsequent request to participate in the Program for the same loss, the $10,000 limit on coverage will apply, except as otherwise provided in **CIT 04 86** and your Policy.

**5.** In the event the $10,000 limit on coverage in **3.** above does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.


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However, whether the $10,000 limit on coverage is applicable or not:

**a.** For coverage provided under SECTION **I** – Property Coverages **E.1.** in this Policy, the limit in **E.1.** Reasonable Emergency Measures will apply; and

**b.** For a coverage provided under SECTION **I** - Additional Coverages **F.** in this Policy, the limit as provided in the respective additional coverage will apply.

**6.** Under paragraphs **2.b.** and **2.c.** above any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

In this event, the $10,000 limit on coverage in **3.** above applies to any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above, except the $10,000 limit on coverage will not apply when the ensuing loss to the property is:

**a.** Fire;

**b.** Explosion; or

**c.** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above results in ensuing loss from "Fungi", Wet Or Dry Rot, Yeast Or Bacteria described under **G.6.** SECTION **I** – Other Coverages, the $10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.6.** SECTION I – Other Coverages will apply to the ensuing loss.

This $10,000 limit on coverage in **A.3.** and **A.6.** above does not create additional coverage or increase the limit of liability applying to the damaged property.

**Part A.**

**Catastrophic Ground Cover Collapse.**

**1.** We insure for direct physical loss to the "principal building" under Coverage **A** caused by the peril of "catastrophic ground cover collapse".

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

**2.** Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse", we will stabilize the "principal building's" land in accordance with our professional engineers recommended repairs.

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

**4.** This peril does not apply to property covered under Coverage **B** – Other Structures.

The SECTION **I** – Earth Movement And Settlement exclusion **A.2.** does not apply to "catastrophic ground cover collapse".

The SECTION **I** – Loss Caused By "Sinkhole" exclusion **A.9.** does not apply to "catastrophic ground cover collapse".

**B. Coverage C – Personal Property**

We insure for direct physical loss to the covered property described in Coverage **C** caused by a peril listed below unless the loss is excluded in SECTION **I** – EXCLUSIONS.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, as covered under this Policy, only while inside a fully enclosed building.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.


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**8. Vandalism Or Malicious Mischief**

This peril does not include:

**a.** Loss to property arising out of or resulting from "home-sharing host activities"; or

**b.** Loss to property on the “residence premises”, and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**9. Theft**

**a.** This peril includes attempted theft and loss of property from the “residence premises” when it is likely that the property has been stolen.

**b.** This peril does not include loss caused by theft:

**(1)** That occurs off the “residence premises”;

**(2)** Committed by an “insured”;

**(3)** In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** In or to a dwelling if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss;

**(5)** From that part of a “residence premises” rented by an “insured” to other than an “insured”; or

**(6)** If such loss arises out of or results from "home-sharing host activities".

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**c.** Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the “residence premises”.

**10. Falling Objects**

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

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

**a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

**b.** This peril does not include loss:

**(1)** To the system or appliance from which the water or steam escaped;

**(2)** Caused by or resulting from freezing except as provided in the Peril Insured Against **14.** Freezing;

**(3)** On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

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

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(5)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(b)(4)** above; or

**(6)** Otherwise excluded or limited elsewhere in the Policy.

**c.** In this peril, a plumbing system or household appliance does not include:

**(1)** A sump, sump pump, irrigation system, or related equipment; or

**(2)** A roof drain, gutter, down spout, or similar fixtures or equipment.


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**d.** SECTION **I** – EXCLUSIONS, exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

**13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

**14. Freezing**

**a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

**(1)** Maintain heat in the building; or

**(2)** Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

**b.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

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

**16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

**17. Catastrophic Ground Cover Collapse**

**a.** We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.

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

**c.** Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

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

The SECTION **I** – EXCLUSIONS, exclusion **A.2.** Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

The SECTION **I** – EXCLUSIONS, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under SECTION **I** - Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

**SECTION I – EXCLUSIONS**

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

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

**a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for under Additional Coverages **F.4.** Ordinance Or Law or Other Coverages, **G.4.** Glass Or Safety Glazing Material;

**b.** The requirements of which result in a loss in value to property; or

**c.** Requiring any "insured" or others to:

**(1)** Test for;

**(2)** Monitor;

**(3)** Clean up;

**(4)** Remove;

**(5)** Contain;

**(6)** Treat;


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**(7)** Detoxify;

**(8)** Neutralize; or

**(9)** In any way respond to, or assess the effects of:

Pollutants.

**d.** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(1)** Smoke;

**(2)** Vapor;

**(3)** Soot;

**(4)** Fumes;

**(5)** Acids;

**(6)** Alkalis;

**(7)** Chemicals; and

**(8)** Waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

**2. Earth Movement And Settlement**

Earth Movement And Settlement means:

**a.** Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;

**b.** Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

**c.** Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

**d.** Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

**e.** Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;

**f.** Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

**g.** Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion **2.** applies regardless of whether any of the above in **2.a.** through **2.g.** is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

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

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

**3. Water**

Water means:

**a.** Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

**b.** Water, which:

**(1)** Backs up through sewers or drains;

**(2)** Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or

**(3)** Overflows or is otherwise discharged from:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment;

**c.** Water below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through, a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or


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**d.** Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion **A.3.** applies whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

**4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises".

But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that Peril Insured Against.

**5. Neglect**

Neglect means neglect of any "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**6. War**

War includes the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **O.** Nuclear Hazard Clause under SECTION **I** – CONDITIONS.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

**9. Loss Caused By "Sinkhole"**

**a.** "Sinkhole" means:

**(1)** A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.

**(2)** A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

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

This Exclusion **A.10.** does not apply:

**a.** When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or

**b.** To the extent coverage is provided for under SECTION **I** – PROPERTY COVERAGES in Other Coverages **G.6.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

**11. Existing Damage**

Existing Damage, also known as pre-existing damage, means:

**a.** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;


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**b.** Damages existing prior to the time of loss; or

**c.** Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim described under SECTION **I** – CONDITIONS, Condition **V**.

However, under this Exclusion **A.11.** any ensuing loss to property described in SECTION **I** – PROPERTY COVERAGES not otherwise excluded or excepted in this Policy is covered.

This Exclusion **A.11.** does not apply in the event of a total loss caused by a Peril Insured Against.

**12. Constant Or Repeated Seepage Or Leakage Of Water Or Steam**

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, except as otherwise provided under SECTION I - PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(6)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

**13. Accidental Discharge Or Overflow Of Water Or Steam**

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

**a.** A plumbing, heating, air conditioning or automatic fire protective sprinkler system;

**b.** A household appliance for heating water; or

**c.** A household appliance.

This Exclusion **A.13.** applies only while the dwelling is “vacant” or “unoccupied” for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

**a.** Shut off the water supply; and

**b.** Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

**14. Criminal Acts Or Illegal Activity**

Criminal acts or illegal activity means any and all criminal or illegal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured.

**15. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A, B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following.

**1. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss;

**2. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

**3. Faulty, inadequate or defective:**

**a.** Planning, zoning, development, surveying, siting;

**b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

**c.** Materials used in repair, construction, renovation or remodeling; or

**d.** Maintenance;

of part or all of any property whether on or off the "residence premises".

However, under exclusions **B.1.**, **2.** or **3.** above, any ensuing loss to property described in Coverages **A** and **B** not otherwise excluded or excepted in this Policy is covered.

**SECTION I – CONDITIONS**

**A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

**1.** To an "insured" for more than the amount of such "insured's" interest at the time of loss; or

**2.** For more than the applicable limit of liability.


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**B. Duties After Loss**

**1.** In case of a loss to covered property, we have no duty to provide coverage under this Policy, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other "insured" seeking coverage, or by a representative of either.

**a.** Give prompt notice to us or the insurance agent shown in the Declarations.

Except for reasonable emergency measures taken under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

**(1)** 72 hours after we are notified of the loss;

**(2)** The time of loss inspection by us; or

**(3)** The time of other approval by us;

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

**(1)** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect; and

**(2)** Keep an accurate record of expenses;

**c.** Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief, and provide us a copy of the police report;

**d.** Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

**(1)** The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;

**(2)** The names of all persons who resided at the insured location at the time of loss;

**(3)** The interests of all "insureds" and all others in the property involved and all liens on the property;

**(4)** Other insurance which may cover the loss;

**(5)** Changes in title or occupancy of the property during the term of the Policy;

**(6)** Specifications of the damage to the dwelling and other structures; including:

**(a)** Detailed descriptions of the damage to the property;

**(b)** Repair estimates which show the extent of damage to each item or property;

**(c)** Estimated amount(s) to repair or replace each item of property; and

**(d)** Amount(s) of payment made for any temporary or permanent repairs.

Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;

**(7)** The inventory of damaged personal property described in **1.k.** below; and

**(8)** Receipts for additional living expenses incurred and records that support the fair rental value loss;

**e.** Produce any updates to the documents and information in **1.a.** through **1.d.** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:

**(1)** As this information becomes available, and if additional loss or damage is discovered or incurred; and

**(2)** If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

**f.** Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

A representative of an “insured”:

**(1)** Must cooperate with our investigation;


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**(2)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and

**(3)** May not act in any manner to obstruct our investigation;

**g.** As often as we reasonably require, allow us or any person authorized to act on our behalf:

**(1)** Access to the "residence premises";

**(2)** To inspect the "residence premises", and to inspect subject to paragraphs **1.n.**, **o.** and **p.** below all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the "residence premises"; and

**(3)** To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;

**h.** At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;

**i.** Execute all work authorizations and allow contractors and related parties entry to the property;

**j.** Keep an accurate record of repair expenses;

**k.** Prepare an inventory of damaged personal property showing the:

**(1)** Quantity;

**(2)** Description;

**(3)** Actual cash value; and

**(4)** Amount of loss.

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

**l.** As often as we or any person authorized to act on our behalf, reasonably require:

**(1)** Show the damaged property retained as required by this Policy; and

**(2)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;

**m.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;

**n.** To the degree reasonably possible, retain the damaged property, and any photographs and videos of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos;

**o.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;

**p.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;

**q.** As often as we or any person authorized to act on our behalf reasonably require:

**(1)** You or any "insured";

**(2)** Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an "insured"; and

**(3)** Any agent or representative, including any public adjuster, engaged on behalf of you or any "insured", or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in **q.(2)** above;

must:

**(1)** Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of each other or any other "insured";

**(2)** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and

**(3)** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

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**2.** The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

**C. Loss Settlement**

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided under SECTION **I** – PROPERTY COVERAGES in Additional Coverages **F.4.** Ordinance Or Law.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

Covered property losses are settled as follows:

**1.** Property of the following types:

**a.** Personal property;

**b.** Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

**c.** Structures that are not buildings; and

**d.** Gravemarkers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

**2.** Buildings covered under Coverage **A** or **B** at replacement cost, subject to the following:

**a.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay, subject to **2.d.** below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to **2.d.** below.

**b.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:

**(1)** The actual cash value of that part of the building damaged, after application of the deductible; or

**(2)** That proportion of the cost to repair or replace, after application of the deductible, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.

**c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

**(1)** Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;

**(2)** Those supports in **(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement;

**(3)** Underground flues, pipes, wiring and drains; and

**(4)** Structures and other property excluded or not covered elsewhere in your Policy.

**d.** Under **2.a.** and **2.b.** above, we will settle the loss as follows:

**(1)** We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.

**(2)** We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the dwelling occurs, the provisions of **2.d.** above do not apply and we will pay, up to the applicable limit of liability, the replacement cost coverage amount without deduction for depreciation.


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**e.** Under **2.a.** and **2.d.** above, we will pay not more than the least of the following amounts:

**(1)** The limit of liability under this Policy that applies to the building;

**(2)** The replacement cost of that part of the building damaged with material of like kind and quality and for like use, without deduction for depreciation; or

**(3)** The necessary amount to repair or replace the damaged building.

**f.** If at the time of loss:

**(1)** Paragraph **2.a.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.e.** above.

**(2)** Paragraph **2.b.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.b.** above.

**g.** If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:

**(1)** Not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:

**(a)** Vandalism;

**(b)** Malicious mischief;

**(c)** Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;

**(d)** Dwelling glass breakage;

**(e)** Water damage;

**(f)** Theft; or

**(g)** Attempted theft.

**(2)** Reduce the amount we would otherwise pay for a covered loss by 15%.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.

**3.** In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

**a.** Complete the professional engineer's recommended repairs; or

**b.** Pay the policy limits without a reduction for the repair expenses incurred.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

**D. Matching Of Undamaged Property And New Material**

**1.** When a loss requires replacement of items and the replaced items do not match in quality, color, or size of items in adjoining areas, we will make reasonable repairs or replacement of items in those adjoining areas due to a covered property loss, when:

**a.** Repairs and replacement of the undamaged property are performed, or

**b.** A copy of an executed contract between you and the licensed contractor performing the repairs or replacement is provided to us.

The executed contract shall include a description of each item of undamaged property to be repaired or replaced as a result of the covered loss and the estimated amount to repair or replace each item.

**2.** In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

**a.** The cost of repairing or replacing the undamaged portions of the property;

**b.** The degree of uniformity that can be achieved without such costs;

**c.** If repairing or replacing the undamaged material is reasonable;

**d.** The remaining useful life of the undamaged portion; and

**e.** Other relevant factors.


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**E. Loss To A Pair Or Set**

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

**1.** Repair or replace any part to restore the pair or set to its value before the loss; or

**2.** Pay the difference between actual cash value of the property before and after the loss.

**F. Glass Replacement**

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required.

**G. Alternative Dispute Resolution**

**1.** Mediation.

If you and we are in dispute regarding a claim under this Policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

**a**. If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

**b.** We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.

**c.** However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

**(1)** The actual cash expenses you incurred while attending the conference; and

**(2)** Also pay the mediator's fee for the rescheduled conference.

**2.** Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

**a.** If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

**b.** The estimate in **2.a.** above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

**c.** In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.

**d.** The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.

Both appraisers must sign the written report of agreement.

**e.** If they fail to agree, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of residential property damage estimates, conducting on-site examination of residential property damages and reviewing residential expert reports, regarding the repair and replacement of residential property damage.

**f.** If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**g.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

**h.** The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:

**(1)** The two appraisers who have agreed in setting the amount of loss; or

**(2)** The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.


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The appraisal award shall include the following:

**(1)** A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;

**(2)** The agreed amount of each item, its replacement cost value and corresponding actual cash value;

**(3)** Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and

**(4)** A statement of "This award is made subject to the terms and conditions of the Policy."

**i.** Each party will:

**(1)** Pay its own appraiser, including their costs associated with producing the estimate described in **2.a.** above; and

**(2)** Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.

**j.** You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the Policy.

**k.** If, however, we requested the mediation in **1.** above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

**l.** If, however, you or any party other than us requested the mediation in **1.** above, we may still demand appraisal.

**H. Other Insurance And Service Agreement**

If a loss covered by this Policy is also covered by:

**1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss.

**2.** A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

**I. Suit Against Us**

No action can be brought against us; unless:

**1.** Notice of the loss has been given to us;

**2.** There has been full compliance with all of the terms of this Policy;

**3.** If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and

**4.** The action is started within 5 years after the date of the loss.

**J. Our Option**

**1.** If we give or mail you, or "electronically transmit" to you, written notice within 30 days after we receive your signed, sworn proof of loss; and:

**a.** The damaged property under Coverage **A** – Dwelling in SECTION **I** – PROPERTY COVERAGES is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair any part or item of the damaged Coverage **A** property with material or property of like kind and quality.

**(2)** If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**b.** The damaged property is not insured for replacement cost loss settlement as outlined in SECTION – **I** CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

**(2)** If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**2.** If the damaged property is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement, we will pay the amount of loss, as noted in Paragraph **C.2.d.** of the Loss Settlement provision.


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However, if form **CIT 04 90** is part of this Policy at the time of loss, we will pay as provided in Paragraph **C** of the form, the eligible property described in paragraph **A.1.** of form **CIT 04 90**.

3. Paragraphs **J.1.** and **J.2.** above do not apply to the services that are provided under form **CIT 04 85**.
4. Paragraphs **J.1.** and **J.2.** above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **CIT 04 86**.
5. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

**K. Loss Payment**

1. We will adjust all losses with you.

   Paragraphs **2.** through **8.** below apply to all covered loss or damage.

2. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.
3. Loss will be payable:
   **a.** 20 days after we receive your proof of loss and reach written agreement with you; or
   **b.** 60 days after we receive your proof of loss; and
      **(1)** There is an entry of a final judgment; or
      **(2)** There is a filing of an appraisal award or a mediation settlement with us.
   **c.** Within 60 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control.

      Paragraph **3.c.** above does not form the sole basis for a private cause of action against us.
4. Payment of a portion of the claim(s) being asserted in a loss under this Policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.
5. In the event any services, or part or portion of any services described in form **CIT 04 85** are performed by the “Contractor” under **CIT 04 85**, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraph **1.** under Condition **K.** in **CIT 04 85**.
6. In the event any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B** which under **CIT 04 86** are performed by the “Contractor” as described in the scope of repairs for covered damages, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraphs **1.**, **2.** and **3.** under Condition **K.** in **CIT 04 86**.
7. For all other covered loss or covered damage, not part of paragraph **6.** above, we will pay you in accordance with paragraphs **1.** through **5.** above.

**L. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

**M. Mortgage Clause**

The word "mortgagee" includes trustee and lienholder.

1. If a mortgagee is named in this Policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear.

   If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
   **a.** Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

      This notice includes notifying us of foreclosure or if a foreclosure has been initiated;
   **b.** Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
   **c.** Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.
3. Paragraph **G.2.** Appraisal, **I.** Suit Against Us and K. Loss Payment under SECTION I – CONDITIONS also apply to the mortgagee.
4. If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.


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5. If we pay the mortgagee for any loss and deny payment to you:
   a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
   b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

      In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
6. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**N. No Benefit To Bailee**

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

**O. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in SECTION **I**.
3. This Policy does not apply under SECTION **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**P. Recovered Property**

1. If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery.
2. At your option, the property will be returned to or retained by you or it will become our property.
3. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**Q. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

**R. Adjustment To Property Coverage Limits**

If your Policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

1. These adjustments will keep pace with inflation; or
2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. Deductible**

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

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

**T. Policy Period**

This Policy applies only to loss which occurs during the policy period.

**U. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

1. We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;
   b. Concealed any material fact or circumstance; or
   c. Engaged in fraudulent conduct.
2. We do not provide coverage under this Policy to you or any “insureds”, when you or any “insured” had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any “insured”, or any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.
3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the Policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any “insureds” or any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;


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**b.** Concealed any material fact or circumstance; or

**c.** Engaged in fraudulent conduct.

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

**V. Claim, Supplemental Claim, Or Reopened Claim**

**1.** A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

**2.** A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

**3.** For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

**1.** Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

**2.** Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

**B. Coverage F – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

**1.** To a person on the "insured location" with the permission of an "insured"; or

**2.** To a person off the "insured location", if the "bodily injury":

**a.** Arises out of a condition on the "insured location" or the ways immediately adjoining;

**b.** Is caused by the activities of an "insured";

**c.** Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

**d.** Is caused by an animal owned by or in the care of an "insured".

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

**1.** Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

**a.** Is registered for use on public roads or property;

**b.** Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

**c.** Is being:

**(1)** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;

**(2)** Rented to others;

**(3)** Used to carry persons or cargo for a charge; or

**(4)** Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**d.** Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in **A.2.d.** below, all whether subject to motor vehicle registration or not.


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**2.** If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

**a.** In dead storage on an "insured location";

**b.** Located on the “residence premises” and used solely to service the residence;

**c.** A riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” to mow a lawn or at the time of the “occurrence” is being used by a “residence employee” to mow the “residence premises”. However, this provision **2.c.** does not include a riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” or any other person while engaged in a “business”.

**d.** Designed solely to assist the handicapped and, at the time of an "occurrence", it is:

**(1)** Being used to assist a handicapped person; or

**(2)** Parked on an "insured location";

**e.** A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:

**(1)** Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

**(2)** Cross public roads at designated points to access other parts of the golfing facility;

**f.** A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground.

**B. Watercraft Liability**

**1.** Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

**a.** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

**b.** Rented to others;

**c.** Used to carry persons or cargo for a charge; or

**d.** Used for any "business" purpose.

**2.** If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

**a.** Is stored;

**b.** Is a sailing vessel, with or without auxiliary power, that is:

**(1)** Less than 26 feet in overall length; or

**(2)** 26 feet or more in overall length and not owned by or rented to an "insured"; or

**c.** Is not a sailing vessel or “personal watercraft” and is powered by:

**(1)** An inboard or inboard-outdrive engine or motor of:

**(a)** 50 horsepower or less and not owned by an "insured"; or

**(b)** More than 50 horsepower and not owned by or rented to an "insured"; or

**(2)** One or more outboard engines or motors with:

**(a)** 25 total horsepower or less;

**(b)** More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. Personal Watercraft Liability**

This Policy does not cover "personal watercraft liability".

**D. Aircraft Liability**

This Policy does not cover "aircraft liability".

**E. Hovercraft Liability**

This Policy does not cover "hovercraft liability".

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

**Coverages E** and **F** do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

**a.** Is of a different kind, quality or degree than initially expected or intended; or

**b.** Is sustained by a different person, entity or property than initially expected or intended;


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**2. Business**

**a.** Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **F.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

**b.** This Exclusion **F.2.** applies to the rental or holding for rental of an "insured location" through a "home-sharing network platform", but does not apply to the rental or holding for rental of an "insured location":

**(1)** On an occasional basis if used only as a residence;

**(2)** In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

**(3)** In part, as an office, school, studio or private garage;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

**a.** Owned by an "insured";

**b.** Rented to an "insured"; or

**c.** Rented to others by an "insured";

that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment, hazing, bullying, or physical or mental abuse;

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

**a.** A Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; or

**b.** Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

**a.** Cocaine;

**b.** LSD; and

**c.** All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

**9. Ownership, Rental, Borrowing, Use, Or Supervision**

"Bodily injury" or "property damage" which is caused by or arising out of the ownership, rental, borrowing, use, or supervision from any of the following:

**a**. Trampolines;

**b.** Rebound devices and similar apparatus;

**c.** Ramps while being used for stunts;

**d.** Bounce houses and similar apparatus;

**e.** Zip lines;

**f.** Pool slides;

**g.** Diving boards;

**h.** Empty or unprotected swimming pools.

An unprotected swimming pool is a swimming pool that is not completely enclosed by a permanent barrier such as a wall, fence, or screen enclosure;

**i.** Empty or unprotected hot tubs and spas.


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An unprotected hot tub or spa is a hot tub or spa that does not have a locking cover or a permanent barrier such as a wall, fence or screen enclosure; or

**j.** Skateboard ramps or bicycle ramps;

whether the “bodily injury” or “property damage” occurs on the residence premises” or elsewhere;

**10. Criminal Acts**

Criminal acts means any and all criminal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured; or

**11. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

“Bodily injury” or “property damage” arising:

**a.** Out of the ingestion of paint that has lead in it;

**b.** Out of the ingestion of paint that has lead compounds in it;

**c.** Out of the inhalation of paint that has lead in it;

**d.** Out of the inhalation of paint that has lead compounds in it;

**e.** From radon, or any other substance that emits radiation;

**f.** In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:

**(1)** Vapors or fumes;

**(2)** Gas or oil;

**(3)** Toxic chemicals, liquid or gas;

**(4)** Waste materials; or

**(5)** Irritants, contaminants or pollutants.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** “Personal Watercraft Liability”, **D.** "Aircraft Liability", **E.** "Hovercraft Liability", **F.4.** "Insured's" Premises Not An "Insured Location" and **F.9.** “Ownership, Rental, Borrowing, Use, Or Supervision” do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**G. Coverage E – Personal Liability**

Coverage **E** does not apply to:

**1.** Liability:

**a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under SECTION **II** – Additional Coverages;

**b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

**(1)** That directly relate to the ownership, maintenance or use of an "insured location"; or

**(2)** Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this Policy;

**2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

**3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

**4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**5.** "Bodily injury" or "property damage" for which an "insured" under this Policy:

**a.** Is also an insured under a nuclear energy liability policy issued by the:

**(1)** Nuclear Energy Liability Insurance Association;

**(2)** Mutual Atomic Energy Liability Underwriters;

**(3)** Nuclear Insurance Association of Canada,

or any of their successors; or

**b.** Would be an insured under that Policy but for the exhaustion of its limit of liability;


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**6.** "Bodily injury" to you or an "insured" as defined under Definition **13.a.** or **13.b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

**a.** Repay; or

**b.** Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured";

**7.** “Bodily injury” or “property damage” caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or

**8.** “Bodily injury” or “property damage” caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the “bodily injury” or “property damage” damage occurs on the “residence premises” or elsewhere.

However, this Exclusion **8.** does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

**H. Coverage F – Medical Payments To Others**

Coverage **F** does not apply to "bodily injury":

**1.** To a "residence employee" if the "bodily injury":

**a.** Occurs off the "insured location"; and

**b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";

**2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**3.** From any:

**a.** Nuclear reaction;

**b.** Nuclear radiation; or

**c.** Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

**d.** Any consequence of any of these; or

**4.** To:

**a.** A "home-sharing occupant"; or

**b.** Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**A. Claim Expenses**

We pay:

**1.** Expenses we incur and costs taxed against an "insured" in any suit we defend;

**2.** Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;

**3.** Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting us in the investigation or defense of a claim or suit; and

**4.** Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

**C. Damage To Property Of Others**

**1.** We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

**2.** We will not pay for "property damage":

**a.** To the extent of any amount recoverable under SECTION **I** of this Policy;

**b.** Caused intentionally by an "insured" who is 13 years of age or older;

**c.** To property owned by an "insured";

**d.** To property owned by or rented to a tenant of an "insured" or a resident in your household; or

**e.** Arising out of:

**(1)** A "business" engaged in by an "insured";

**(2)** Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or


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**(3)** The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, “personal watercraft”, or “motor vehicles”.

This Exclusion **C.2.e.(3)** does not apply to a "motor vehicle" that:

**(a)** Is designed for recreational use off public roads;

**(b)** Is not owned by an "insured"; and

**(c)** At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**D. Loss Assessment**

**1.** We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

**a.** “Bodily injury” or “property damage” not excluded from coverage under SECTION **II** - Exclusions; or

**b.** Liability for an act of a director, officer, or trustee in the capacity as a director, officer or trustee, provided such person:

**(1)** Is elected by the members of a corporation or association of property owners; and

**(2)** Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

**2.** Condition **J.** Policy Period under SECTION **II** – Conditions does not apply to this Loss Assessment Coverage.

**3.** Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:

**a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

**b.** A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

**4.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**SECTION II – CONDITIONS**

**A. Limit Of Liability**

**1.** Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations.

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

**2.** Vicarious Parental Sublimit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is $10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

**3.** The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds", claims made or persons injured.

**4.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

**a.** Inhalation of;

**b.** Ingestion of;

**c.** Contact with;

**d.** Exposure to;

**e.** Existence of; or

**f.** Presence of:

Any "fungi", wet or dry rot, yeast or bacteria will not be more than $50,000.

**5.** The limit of liability in **4.** above applies regardless of the:

**a.** Number of locations insured under the Policy;

**b.** Number of persons injured;

**c.** Number of persons whose property is damaged;

**d.** Number of "insureds"; or

**e.** Number of "occurrences" or claims made.


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6. The Aggregate Sublimit in **4.** above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.
7. The sublimit in **4.** above is within, but does not increase, the Coverage **E** limit of liability.
8. Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

**B. Severability Of Insurance**

This insurance applies separately to each "insured", except with respect to the Aggregate Sublimit of Liability of $50,000 described under SECTION II CONDITIONS, condition **A.4.** “Fungi", Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

This condition will not increase our limit of liability for any one “occurrence”.

**C. Duties After "Occurrence"**

In case of an "occurrence", you or an "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if there is failure to comply with any of the following duties. You will help us by seeing that these duties are performed:

1. Give written notice to us or your insurance agent as soon as is practical, which sets forth:
   a. The identity of the Policy and the "named insured" shown in the Declarations;
   b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
   c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

   This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim or suit.

   A representative of an “insured”:
   a. Must cooperate with our investigation;
   b. Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim or suit; and
   c. May not act in any manner to obstruct our investigation;
3. As often as we or any person authorized to act on our behalf reasonably require:
   a. You or any “insured”; and
   b. Any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if you are the trustee, association, corporation or other entity, who is an “insured”;

   must:
   a. Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of any other "insured" or any other person, except for your legal representative;
   b. Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
   c. Sign any transcript of the examinations under oath and recorded statements.

   Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.
4. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
5. At our request:
   a. Help us to make settlement;
   b. Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
   c. Help us with the conduct of suits and attend hearings and trials;
   d. Help us to secure and give evidence and obtain the attendance of witnesses; and
   e. Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.
6. With respect to **C.** Damage To Property Of Others under SECTION **II** – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
7. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".


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**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others.**

1. The injured person or someone acting for the injured person will:
   a. Give us written proof of claim, under oath if required, as soon as is practical; and
   b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage F – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Section **II**.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An Insured**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

**I. Joint Obligations**

The terms of this Policy impose joint obligations on persons defined as an “insured”. This means that the responsibilities, acts and failures to act of a person defined as an “insured” will be binding upon another person defined as an “insured”.

**J. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**K. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:

1. Made one or more material incorrect statements or representations;
2. Concealed any material fact or circumstance; or
3. Engaged in fraudulent conduct.

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

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting the first named insured know in writing of the date cancellation takes effect.


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This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**a.** When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

**b.** If:

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

**(2)** We determine that an "insured" has unreasonably caused a delay in the repair of the dwelling or other structure; or

**(3)** We have paid policy limits;

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

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

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

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

**a.** When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:

**(1)** A material misstatement or misrepresentation; or

**(2)** Failure to comply with underwriting requirements;

**b.** We may also cancel this Policy subject to the following provisions.

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

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

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

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

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

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

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

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

**(a)** If there has been a material misstatement;

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

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

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

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


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

**(4)** When this Policy has been in effect for more than 90 days, we may not cancel:

**(a)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”; or

**(b)** On the basis of credit information available in public records.

**(5)** If any of the reasons listed in Paragraphs **C.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

**4.** If the date of cancellation becomes effective during a "hurricane occurrence":

**a.** The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

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

**5.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**6.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**D. Nonrenewal**

**1.** We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or “electronically transmitting” to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

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

**(1)** You have not paid the renewal premium;

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

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

**(4)** We have paid policy limits.

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

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

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


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**c.** If the conditions described in Paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

**(1)** When nonrenewal is for:

**(a)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(b)** A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**(2)** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**d.** Depopulation Provision.

**(1)** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

**(a)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

**(b)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**(2)** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**2.** We will not nonrenew this Policy:

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

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

**c.** On the basis of filing of claim(s) for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

**d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

**e.** On the basis of credit information available in public records.

**3.** If the date of nonrenewal becomes effective during a "hurricane occurrence":

**a.** The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period the Policy remains in effect.

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

**E. Assignment**

Assignment of this Policy will not be valid unless we give our written consent.

**F. Salvage**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.

**G. Subrogation**

**1.** An "insured" may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.


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2. If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
3. Subrogation does not apply under SECTION **I** – PROPERTY COVERAGES, to Coverage **E.** Reasonable Emergency Measures or under SECTION **II** – ADDITIONAL COVERAGES, to Additional Coverage **C.** Damage To Property Of Others.

**H. Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

   We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**I. Notification Regarding Access**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**J. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;
2. "Insured" includes:
   a. An "insured" at the time of your death, but only while a resident of the "residence premises"; and
   b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**K. Renewal Notification**

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

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

This notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured, at least 45 days before the expiration date of this Policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**L. Document Transmittal**

Upon affirmative election by you for Citizens to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

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

**Citizens Property Insurance Corporation**


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THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

# NO SECTION II – LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS
# LIMITED SECTION I – PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

**A.** "Business", as defined in the Policy, means:

**1.** A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis;

**2.** "Home-sharing host activities"; or

**3.** Any other activity engaged in for money or other compensation, except the following:

**a.** One or more activities:

**(1)** Not described in **b.** through **d.** below; and

**(2)** For which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**d.** The rendering of home day care services to a relative of an "insured".

**B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

**C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

**1.** That an "insured" engages in for money or other compensation; and

**2.** From which an "insured" receives more than $2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

**D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

**1.** Described in **A.2.** above, and

**2.** Engaged in for money by a single "insured";

may be considered a "business" if the $2,000 threshold is exceeded.

**E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this Policy:

**1.** Does not provide:

**a.** Section **II** coverages. This is because a "business" of an "insured" is excluded under **F.2.** of Section **II** – Exclusions;

**b.** Coverage, under Section **I**, for other structures from which any "business" is conducted; and

**2.** Limits Section **I** coverage, under Coverage **C** – **3.** Special Limits of Liability, for "business" property:

**a.** On the "residence premises" for the home day care "business" to $2,500. This is because Category **h.** (**e.** in Form **CIT HO-8**) imposes that limit on "business" property on the "residence premises";


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**b.** Away from the "residence premises" for the home day care "business" to $250. This is because Category **i.** (**f.** in Form **CIT HO-8**) imposes that limit on "business" property away from the "residence premises". Category **i.** (**f.** in Form **CIT HO-8**) does not apply to property described in Categories **j.** and **k. (g.** and **h.** respectively in Form **CIT HO-8**).

Business definition paragraph **A.2.** above, regarding "Home-sharing host activities", does not apply when Policy forms **CIT MHO-3** or **CIT MHO-4** are shown in your Declarations.

All other provisions of this Policy apply.


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**HOMEOWNERS**
**CIT 23 70 02 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

The following is added to **SECTION I – EXCLUSIONS** (This is SECTION **I** – EXCLUSIONS **A.** in **CIT HO-3**)

**WINDSTORM EXTERIOR PAINT OR WATERPROOFING**

We will not pay for loss caused by:

**1.** Windstorm or hail; or

**2.** Windstorm during a "hurricane occurrence";

to paint, stain or waterproofing material, applied to the exterior of the building or structure.

All other provisions of this Policy apply.


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**HOMEOWNERS**
**CIT 04 85 02 23**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## EMERGENCY WATER REMOVAL SERVICES

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, with your consent a "Contractor(s)" that is participating in the Program will contact you. The "Contractor" will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION **I** –CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Citizens claim representative at the telephone number provided to you, or call our toll free Call Center at 866.411.2742 and a representative will be available to discuss your concerns.

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**CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, a participating "Contractor" will be in contact with you to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

   When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.
3. SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
4. Your deductible does not apply to the services provided under this "Endorsement".
5. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the $3,000 limit under SECTION **I** - PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures and will not be deducted from the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.**, in **CIT HO-3**.


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All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the $3,000 limit under Section **I** – PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures which will be deducted from the $10,000 limit on coverage provided in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures.

**6.** This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.

**7.** We will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment of this "Endorsement" for services the "Contractor" provides under this "Endorsement".

**8.** Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

**9.** In consenting to participate in the services provided under this "Endorsement", you acknowledge that Citizens is not a party to the contract between you and the Program "Contractor".

**DEFINITIONS**

The following definition is added:

The term "Endorsement" shall mean "form **CIT 04 85**" and shall mean "form **CIT 04 85**" in the paragraph(s) added or replaced in **CIT HO-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to provide the services under this "Endorsement".

**SECTION I – CONDITIONS**

Condition **B. Duties After Loss**

The following paragraphs are added to Condition **B.** Duties After Loss in **CIT HO-3**:

Your duties under Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:

**1.** Prevent the "Contractor" from providing or completing the services, or

**2.** Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss, paragraph **B.1.** in **CIT HO-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition **K. Loss Payment**

Regarding the services performed under this "Endorsement", Condition **K.** Loss Payment paragraphs **1.**, **2.** and **3.** are deleted in **CIT HO-3** and replaced with paragraph **1.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly.


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**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added under SECTION **I** AND **II** – CONDITIONS to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires agreement to a mutual schedule with you, and your permission for the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

**TERMINATION OF CONSENT**

**1.** Your consent to participate in this "Endorsement" is terminated if you or your representative:

**a.** Notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the emergency water removal services under this "Endorsement".

**b.** Fail to sign or execute any contract(s) or authorization(s) provided by the "Contractor" for emergency water removal services.

Upon termination of your consent, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

**a.** All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".

**b.** The deductible described under SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

**POLICY PROVISIONS**

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.


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**HOMEOWNERS**
**CIT 04 86 02 23**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## MANAGED REPAIR CONTRACTOR NETWORK PROGRAM

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, a "Contractor" that is participating in the Program will contact you. We or the "Contractor(s)" will provide a scope of repairs for covered damages to your dwelling and other structures, covered under Coverage **A** or **B**, for damage or loss from a covered peril described in your Policy. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us. As a Program participant, you will directly contract with the "Contractor" to make the repairs of covered damages provided in the scope you received.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Citizens' claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.411.2742 and a representative will be available to discuss your concerns.

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### CONSENT

You must provide written consent to participate in this Program.

Your written consent to participate in this Program can only be provided to us by completing and returning to us, on or after reporting a claim of loss or damage, the Program Consent Form provided to you by Citizens.

The provisions of this "Endorsement" are only for that reported claim of loss or damage. The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another written consent in a Program Consent Form provided by Citizens.

### PROGRAM PARTICIPATION

**1.** Your participation in the Program as described in this Endorsement and your Policy is contingent upon the property, prior to or at the time of the loss, being in a condition that does not impair or prevent the Program "Contractor's" ability to repair the covered loss.

**2.** Your participation in the Program is terminated if we or the Program "Contractor" determine:

- **a.** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
- **b.** The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.

**3.** If the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** is applicable to the covered loss, the $10,000 limit on coverage does not apply while you are participating in the Program.

However, if your participation in the Program is terminated under **1.** or **2.** above or terminated as described elsewhere in this "Endorsement" and the $10,000 limit on coverage is applicable to the covered loss, the $10,000 limit on coverage applies.

**4.** You are not eligible to participate in the Program if:

- **a.** You incur any costs for repairs or you start any repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, prior to our receipt of your written consent to participate in the Program and the execution of the contract between you and the "Contractor"; or
- **b.** You request participation in the Program after you have incurred any costs for repairs or you have started any repairs, replacement or rebuilding of property described under Coverage **A** or **B**.

In this event, the most we will pay is the applicable limit of liability or if applicable the $10,000 limit on coverage, as described and provided in your Policy.


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**AGREEMENT**

The following, subject to the PROGRAM PARTICIPATION provisions of this "Endorsement", are added:

**1.** In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**a.** We or the "Contractor" will provide you a scope of repairs for covered damages.

**b.** As necessary, we will provide you a revised scope(s) of repairs for covered damages describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original scope of repairs for covered damages.

Together, these scopes under **a.** and **b.** above are your scope of repairs for covered damages to property covered under Coverage **A** or Coverage **B**.

**2.** To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us and directly enter into a contract with the Program's "Contractor" to repair, replace or rebuild the damaged property included in the scope of repairs for covered damages.

**a.** The contract between you and the "Contractor" will be for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the scope of repairs for covered damages. We are not a party to the contract between you and the "Contractor" and the "Contractor" is not an agent of Citizens.

**b.** Payment for the repairs, replacement or rebuilding of the damaged property in the contract described in paragraph **2.a.** above will be paid directly to the "Contractor" as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus any applicable deductible.

**3.** Until you provide written consent to participate in the Program and execute the contract with the "Contractor", the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**a.** Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss will be deducted from the $10,000 limit on coverage.

**b.** The $10,000 limit on coverage applies if:

**(1)** You do not provide written consent to participate in the Program;

**(2)** Your participation in the Program has been terminated by you or us; or

**(3)** You make a subsequent request to participate in the Program for the same loss and your request is not accepted by us.

**4.** Any payment made by us to you for a loss, minus any payment made by us to you under SECTION **I** - PROPERTY COVERAGES **E.** Reasonable Emergency Measures for that loss, must be returned to us if for the same loss if:

**a.** The Program is re-offered to you and you consent to participate in the Program; or

**b.** A subsequent request by you to participate in the Program is accepted by us.

**5.** If a contract has been executed between you and the "Contractor" as described in the "Endorsement", you will be responsible for payment to the "Contractor" of the deductible described in SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3**.

**6.** We will pay the "Contractor" directly as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus the deductible you are responsible for in **5.** above, for the amount, if any, owed the "Contractor" for their performance of repairs, replacement or rebuilding of covered property covered under Coverages **A** or **B** indicated in the scope of repairs for covered damages.

**7.** In no event will you be responsible for paying more than one deductible in any one loss.


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8. If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures, the applicable limit of liability shown in your Declarations will apply instead.
9. This "Endorsement" does not:
   a. Increase the limit of liability that applies to the covered property;
   b. Alter or change, under SECTION **I** - PROPERTY COVERAGES, any Additional Coverage in **F.** Additional Coverages, or alter or change any Other Coverage in **G.** Other Coverages, and each Additional Coverage or Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **CIT HO-3**; or
   c. Alter or change the deductible provision in your Policy.
10. Your duties under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:
   a. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
   b. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**; or
   c. Have another party perform or contract to perform a duty on your behalf.
11. Any dispute between you and us, regarding the scope of repairs for covered damages of property covered under Coverage **A** or **B** is subject to SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal as described in this "Endorsement".

    The Appraisal may be requested by you or by us.
12. Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

**TERMINATION OF CONSENT**

1. If you have provided written consent in a Program Consent Form to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the scope of repairs for covered damages we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
3. If you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
4. If you fail to execute the contract provided by the "Contractor" within ten business days from the date the contract is delivered to you, this constitutes termination of your consent to the Program provided under this "Endorsement".
5. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply, including but not limited to:
   a. All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3**.
   b. Our option to repair, rebuild or replace property as described under SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3**.
6. When participation in the Program is terminated, the Program "Contractor" will stop repairs, replacement and rebuilding of the property.

   In this event, if the loss is subject to the $10,000 limit on coverage described in paragraphs **A.3.** and **A.6.** in **CIT HO-3** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** –


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Other Structures, the $10,000 limit on coverage applies to the loss.

**DEFINITIONS**

The following definition is added:

"Endorsement"

The term "Endorsement" means "form **CIT 04 86**" and means "form **CIT 04 86**" in the paragraph(s) in this "Endorsement" that are added or replaced in **CIT HO-3**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor"

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to inspect and document your loss, prepare a scope(s) for repair of covered damages covered under Coverage **A** or **B** and to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B**, under this "Endorsement".

**SECTION I – PROPERTY COVERAGES**

The following is added to Coverage **D** - Loss Of Use in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Under **1.** Additional Living Expense or **2.** Fair Rental Value:

**a.** We will not pay for any time period where you, any other "insured" seeking coverage or a representative of either, act in a manner to unreasonably obstruct or unreasonably delay the "Contractor" from repairing, replacing or rebuilding the property that is subject to the scope of repairs for covered damages under this "Endorsement"; or

**b.** We will not pay for any time period caused by:

**(1)** The performance by the "Contractor" of additional repairs, replacement or rebuilding of property requested by you, any other "insured" seeking coverage or a representative of either, that are not included in the scope of repairs for covered damages provided under this "Endorsement"; or

**(2)** To correct loss or damages existing prior to or at the time of loss.

In no event will we make duplicate payments under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use under SECTION **I** – PROPERTY COVERAGES, **D.** Coverage **D** – Loss Of Use, for the same loss or damage or for the same loss occurrence.

**SECTION I – CONDITIONS**

Condition **C. Loss Settlement**

The following paragraphs are added to Condition **C.** Loss Settlement in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition **C.** Loss Settlement paragraph **C.2.d.** in **CIT HO-3** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition **G.2. Appraisal**

For disputes arising under the application of this "Endorsement" Condition **G.2.** Appraisal is deleted in **CIT HO-3** and is replaced by the following regarding the scope of repairs for covered damages that describes the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**2.** Appraisal.

For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to the scope of repairs for covered damages, and only applies to the resolution of disputes regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement".


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**a.** If you and we fail to agree on the scope of repairs for covered damages, either party may demand appraisal.

**b.** If you or we demand appraisal, the demand must be in writing and shall include a detailed scope of repairs for covered damages which identifies each item of damaged property, describes the extent of the damage and indicates whether each item should be repaired, rebuilt or replaced.

**c.** Each party will choose a competent appraiser within 20 days after receiving a written demand for appraisal from the other.

**d.** If the appraisers submit a written report of an agreement to us, the scope of repairs for covered damages agreed upon will be the scope of repairs for covered damages for purposes of this "Endorsement".

**e.** If they fail to agree on a scope of repairs for covered damages within 30 days, unless the period of time is extended by mutual agreement between you and us, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request in writing that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**f.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the scope of repairs for covered damages for purposes of this "Endorsement".

**g.** The appraisal award will be in writing and shall include the following:

**(1)** A detailed list, which includes the description and the grade of material for the repairs, replacement or rebuilding of each specific item included in the award from the appraisal findings; and

**(2)** A statement of "This award is made subject to the terms and conditions of the policy."

**h.** Each party will:

**(1)** Pay its own appraiser, including their fees and expenses associated with their appraisal services; and

**(2)** Pay reasonable fees and reasonable expenses of the appraisal and umpire equally.

**i.** Satisfaction of the award or any part of the award will be made in accordance with Condition **K.** Loss Payment described in this "Endorsement".

**j.** For resolution of disputes unrelated to this "Endorsement", SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal in **CIT HO-3** is available in accordance with its provisions.

Condition **K. Loss Payment**

Regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** performed under this "Endorsement", Condition **K.** Loss Payment, paragraphs **1.**, **2.**, and **3.** are deleted in **CIT HO-3** and replaced by paragraphs **1.**, **2.** and **3.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly for the covered repairs described in the scope of repairs for covered damages.

**2.** We will include you on the check in **1.** above.

**3.** In no event will we make duplicate payments for the same element of loss.

**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Citizens, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting and documenting your loss, preparing a scope(s) of repairs for covered damages and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.


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**HOMEOWNERS**
**CIT HO 03 15 10 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **G.3.** is added to SECTION **I** – CONDITIONS, Condition **G.** Alternative Dispute Resolution in Forms **CIT HO-3**, **CIT HO-4, CIT HO-6** and **CIT HO-8**:

(This is **G.4.** in Forms **CIT HO-4** and **CIT HO-6**)

**3.** Division of Administrative Hearings Proceedings.

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim determinations made by us. We will reimburse DOAH for the costs it incurs for any arbitration proceedings.

For purposes of this Condition **G.3.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you have presented to us.

**a.** If there is a dispute regarding a claim determination after you have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you or we may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH. If the party served with a written demand believes that the dispute is ineligible for resolution before DOAH for some reason, it shall promptly so advise the party that made the written demand.

**b.** Neither party may demand resolution before DOAH for any claim for “sinkhole loss” or any claim that is in the Managed Repair Program under Form **CIT 04 86**.

**c.** If Appraisal, paragraph **G.2.** under Condition **G.** Alternative Dispute Resolution, is elected by you or us, then neither party may demand resolution before DOAH.

**d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **G.1.** in SECTION **I** CONDITIONS, **G.** Alternative Dispute Resolution.

**e.** The party who made the written demand shall initiate the arbitration proceeding by promptly filing and serving a request with DOAH for a hearing, which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us. We shall be served by email to doah.requests@citizensfla.com. You or your counsel shall be served by email, or by certified or registered mail, return receipt requested and obtained, to the last mailing address as provided in the policy or the address listed for the attorney with The Florida Bar, as may be applicable.

The hearing request form may be found at https://www.doah.state.fl.us. No response to the hearing request need be filed. There shall be no motion practice related to the hearing request or its sufficiency nor any request for summary disposition.

**f.** The arbitration shall determine all disputes regarding, arising out of, or relating to, the claim determination, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable. The arbitration’s resolution shall be valid, final, and binding on the parties. The arbitration award shall not itself be subject to appeal but is subject to the provisions of the Revised Florida Arbitration Code. Any arbitration proceedings by Zoom or any other remote technology shall be considered as having been held in Leon County, Florida for purposes of Section 682.19, Florida Statutes.

**g.** Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the administrative law judge (ALJ), including those provisions allowing the imposition of sanctions, other than contempt.

The ALJ may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the ALJ.

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**h.** Within 30 days after receipt of the hearing transcript, unless the time is extended for good cause shown by a detailed written order from the ALJ, the ALJ shall render an arbitration award.

As part of the disposition of the claim, the arbitration award shall specify whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The amount of policy benefits payable, if any, determination shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

The arbitration award shall also take into account that Florida law does not permit any assignment of policy benefits, any award of attorney's fees (unless pursuant to Sections 57.105 or 768.79 Florida Statutes), any award for extracontractual or consequential damages, or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.

**i.** The ALJ may correct any clerical mistakes in an arbitration award and errors therein arising from oversight or omission within 25 days from its issuance on the ALJ's own initiative. Any motion seeking to modify or correct an arbitration award must be filed at DOAH not later than 30 days from issuance of the award. Within 10 days after the service of a timely filed motion, the opposing party or parties may file a response to the motion. The ALJ shall modify or correct an arbitration award if:

**(1)** There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award;

**(2)** It includes an award on a matter not submitted in the arbitration and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

**(3)** It is imperfect as a matter of form, not affecting the merits of the controversy.

Nothing herein alters, amends, or modifies the timeframes set forth in Section 682.14, Florida Statutes for filing a motion before a court to modify or correct an award.

**j.** Any arbitration proceedings are subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.

Any party seeking an award of attorney's fees or other relief pursuant to ss. 57.105 or 768.79 must file a verified motion within 30 days after receipt of the arbitration award. The verified motion shall include a statement of the facts relied on in support of the motion, the statutory basis relied upon, a detailed chronological listing of all time devoted to the dispute for which attorney's fees or other relief is sought, and a detailed list of any taxable costs sought. A party may establish the reasonableness of the fee sought to be awarded based upon an affidavit of an attorney fee expert in lieu of live expert testimony.

Within 15 days after the service of a timely filed motion, the opposing party may file a verified response to the motion, which must include a detailed recitation of all matters that are disputed. The failure to file a timely and specific verified response detailing matters that are disputed shall, absent good cause shown, result in acceptance of the allegations in the fee motion as true. The ALJ will promptly schedule an evidentiary hearing to resolve any matters that remain in dispute after the filing of the verified response. If the ALJ determines that a party is entitled to recover attorney's fees or other relief pursuant to ss. 57.105 or 768.79, the ALJ shall, within 30 days from the evidentiary hearing, issue an amended arbitration award setting forth the statutory basis for the award of fees or other relief as well as the amount owed.

**k.** This condition **(G.3.)** does not apply if the Policy has been assumed by an authorized insurer offering to cover the property described in the Declarations, at approved rates.

All other provisions of this Policy apply


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**HOMEOWNERS**
**CIT 24 02 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA

**A. Loss By Windstorm During A Hurricane**

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

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

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

**B. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us or an "assumption insurer":

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to Covered Property caused by one or more "hurricane occurrences" during each calendar year.

The dollar amount of the calendar year hurricane deductible is shown in your Declarations.

A minimum deductible of $500 applies.

**C. Application of Calendar Year Hurricane Deductible**

1. In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the calendar year hurricane deductible stated in your Declarations.
2. With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year, we will pay only that part of the total of all loss payable under Section **I** - Property Coverages that exceeds the greater of:
   - **a.** The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of the loss; or
   - **b.** The deductible shown in your Declarations that applies to all other perils that is in effect at the time of the loss.
3. The remaining dollar amount of the calendar year hurricane deductible is determined by:
   - **a.** Subtracting the actual deductible(s) applied to all previous windstorm losses caused by "hurricane occurrences" during the calendar year;
   - **b.** From the calendar year hurricane deductible that is in effect at the time of the loss.
4. With respect to any one loss caused by a "hurricane occurrence", if:
   - **a.** Covered property is insured under more than one policy:
     - **(1)** Issued by us; or
     - **(2)** Issued by an "assumption insurer" during your Citizens Policy calendar year period; and


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**b.** At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies used to determine the total of all loss payable under Section I - Property Coverages shall be the highest amount stated in any one of the policies that is in effect at the time of the loss.

**5.** When:

**a.** A renewal policy is issued by us or an "assumption insurer"; or

**b.** We or an "assumption insurer" issue a policy that replaces one issued by us; and

**c.** The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

**(1)** If the renewal or replacement policy:

**(a)** Provides a lower hurricane deductible than the prior policy; and

**(b)** You incurred loss from a hurricane in a "hurricane occurrence" under a prior policy in that same calendar year;

The lower hurricane deductible will not take effect until January 1st of the following calendar year.

**(2)** If the renewal or replacement policy:

**(a)** Provides a lower hurricane deductible than the prior policy; and

**(b)** You have not incurred a hurricane loss in a "hurricane occurrence" in that same calendar year;

The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

**(3)** If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

**(a)** Will take effect on the effective date of the renewal or replacement policy; and

**(b)** Shall be used to calculate the remaining dollar amount of the hurricane deductible.

**6.** An "assumption insurer" means an insurer who assumes contractual liability of your Citizens Policy under an assumption agreement or take out plan pursuant to Florida Statutes §627.351(6) and §627.3511.

All other provisions of this Policy apply.


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

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

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

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

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

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

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


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**Estimate for:**

# Stainton Williams

Prepared by: Bolt
Valuation ID: 3V_113916774.1

## Owner Information

Name: **Stainton Williams**
Street: **1400 NW 113TH TER**
City, State ZIP: **MIAMI, FL 33167**
Country: **USA**

Date Entered: 10/26/2016
Date Calculated: 10/26/2016
Created By: Bolt
User: Bolt Inc. (bolt)

## General Information

Most Prevalent Number of Stories: **1 Story**
Use: Single Family Detached
Year Built: **1954**
Style: Unknown
Cost per Finished Sq. Ft.: $118.91

Sq. Feet: **1068**
Above Grade Square Footage: 1068
Below Grade Square Footage: 0
Quality Grade: **Standard**
Site Access: Average - No Unusual Constraints

## Foundation

Foundation Shape: 6-7 Corners - L Shape
Foundation Material: 100% Concrete

Foundation Type: **100% Concrete Slab**
Property Slope: None (0 - 15 degrees)

## Exterior

Roof Shape: Flat
Roof Construction: 100% Wood Framed
Exterior Wall Construction: 100% Concrete Block

Number of Dormers: 0
Roof Cover: 100% Built-up (hot mopped) w/Gravel
Exterior Wall Finish: 100% Stucco - Traditional Hard Coat

## Interior

Average Wall Height: 8
Floor Coverings: 100% Tile - Ceramic
Ceiling Finish: 100% Paint

Interior Wall Material: 100% Drywall
Interior Wall Finish: 100% Paint

## Rooms

Kitchens: 1 Medium - (11'x10')
Bedrooms: 2 Medium - (10'x10')
Dining Rooms: 1 Small - (14'x10')

Bathrooms: 1 Full Bath
Living Areas: 1 Large - (20'x14')

## Room Details

Kitchen (Above Grade Room):
- Quality Adjustment: None
- Size: Medium
- Appliances: 1 Garbage Disposal, 1 Dishwasher, 1 Range Hood, 1 Free Standing Range
- Counters: 100% Plastic Laminate
- Cabinets: Peninsula Bar

Bath (Above Grade Room):
- Quality Adjustment: None
- Size: Medium
- Type: Full Bath
- Vanity Tops: 100% Plastic Laminate
- Fixtures: 1 Ceramic Tile Tub/Shower Surr.

Bedroom (Above Grade Room):
- Quality Adjustment: None
- Size: Medium

Bedroom (Above Grade Room):
- Quality Adjustment: None
- Size: Medium

Living Area (Above Grade Room):
- Quality Adjustment: None
- Size: Large

Dining Room (Above Grade Room):
- Quality Adjustment: None
- Size: Small

## Attached Structures

Porch #1:
Square Footage: **50**
Material: **Concrete Porch**
Covered: 100%
Enclosed: 0%
Outdoor Fireplace: No

**Systems**

Heating: 1 Forced Air Heating System
Air Conditioning: 3 Wall/Window Air Conditioning Unit

**Home Features**

Electrical Features: 1 Electrical Service Size - 100 amp

**Windows**

9 Wood Single / Double Hung Medium (10 - 15 SF)

## Estimated Replacement Cost

Calculated Value: **$127,000.00**

This information is provided on the condition and understanding that it represents only an estimate and includes permits, fees, sales tax, pricing for labor, materials, contractor overhead, profit and, if applicable, depreciation. It does not include costs for excavation or land value.

This report may be provided to the homeowner for which the value was produced. The property data elements within this report shall not be redistributed for any profit-related or data-aggregation purposes.

Policy Holder/Applicant Signature (Optional): _____ Date: _____

16.10.15 PL:FLMIXV_OCT16

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

Property Address:
1400 NW 113TH TER
MIAMI, FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

December 11, 2020

Policy Number: 02193693

## Premium Savings Due to AOB Reform

Dear Policyholder,

Thank you for being a valued customer of Citizens Property Insurance Corporation. The purpose of this letter is to inform you about how recent changes to Florida law will save you money on your Citizens premiums in 2020.

In 2019, the Florida Legislature enacted House Bill 7065 to bring more transparency to the assignment of benefits (AOB) process. In the event of a claim, an AOB is a contract that assigns the claim to a vendor, such as a roofer, water mitigation company or repair company. The new law more clearly defines the responsibility of vendors and insurers when assignments are in place and provides additional safeguards for policyholders who change their minds or are unsatisfied with the work after signing an AOB.

After the passage of these legislative changes, Citizens reviewed the pending 2019 rate filing to determine the effect of these reforms on our rates. As a result of that review, Citizens determined that the overall rate need for 2019 had decreased. These rates, which then were filed and approved by the Florida Office of Insurance Regulation, went into effect December 1, 2019, for new and renewal policies.

You would have paid approximately $653.00 more for your Citizens insurance this policy term had the Legislature not acted to reform the law regarding assignment of benefits. This amount does not include surcharges or reflect any policy changes. Additional savings are expected to be achieved in future years.

This notice is being provided for informational purposes only. If you would like more information about the recent AOB reforms and how they could affect you if you have a claim, see the enclosed brochure. If you have additional questions, call our Customer Care Center at 866.411.2742, Monday-Friday from 8 a.m.-5:30 p.m., or email us using the *Contact Us* link at the top of every webpage at *www.citizensfla.com*.

Thank you for being a valued Citizens customer.

## Ahorro de primas debido a la reforma de AOB

Estimado Asegurado:

Gracias por ser un cliente valioso de Citizens Property Insurance Corporation. El propósito de esta carta es informarle acerca de cómo los cambios recientes en la ley de la Florida le ahorrarán dinero en las primas de Citizens en el año 2020.

En el 2019, la Legislatura de la Florida aprobó el proyecto de ley 7065 de la Cámara de Representantes para dar más transparencia al proceso de asignación de beneficios (AOB, por sus siglas en inglés). En el caso de que se presente un reclamo, el AOB es un contrato que asigna el reclamo a un proveedor, como por ejemplo un techador, una empresa de mitigación de agua o una empresa de reparaciones. La nueva ley define más claramente la responsabilidad de los proveedores y las aseguradoras cuando las asignaciones están en curso y proporciona garantías adicionales para los asegurados que cambian de opinión o no se sienten satisfechos con el trabajo después de firmar un AOB.

Después de la aprobación de estos cambios legislativos, Citizens revisó la solicitud pendiente de las tarifas del 2019 para determinar el efecto de estas reformas en nuestras tarifas. Como resultado de esa revisión, Citizens determinó que la tarifa general que se necesitaba para el 2019 había disminuido. Estas tarifas, que luego fueron presentadas y aprobadas por la Oficina de Regulación de Seguros de la Florida, tomaron efecto el 1 de diciembre del 2019, para las pólizas nuevas y de renovación.

Usted hubiese pagado aproximadamente $653.00 más por su seguro de Citizens este período de la póliza si la Legislatura no hubiera actuado para reformar la ley en lo que respecta a la asignación de beneficios. Esta cantidad no incluye recargos ni refleja ningún cambio en la póliza. Se espera que en los próximos años se consigan ahorros adicionales.

Este aviso se proporciona sólo con fines informativos. Si desea más información sobre las reformas recientes del AOB y cómo podrían afectarlo si se presenta un reclamo, consulte el folleto adjunto. Si tiene más preguntas, llame a nuestro Centro de Atención al Cliente al 866.411.2742, de lunes a viernes de 8 a. m. a 5:30 p. m., o envíenos un correo electrónico usando el enlace *Contáctenos* que se encuentra en la parte inferior de cada página web en *www.citizensfla.com*.

Gracias por ser un cliente valioso de Citizens.

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE FL 32245

Ex. A-91

CITIZENS
PROPERTY INSURANCE CORPORATION

Policy Number: 02193693
1400 NW 113TH TER
MIAMI FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI FL 33167

301 W Bay Street,
Jacksonville, Florida 32202
*www.citizensfla.com*

As a valued Citizens customer, Citizens would like to make you aware of a change to Florida law that may affect any future claims you might have if you file a claim and sign an assignment of benefits (AOB) contract. No action is necessary on your part.

The Florida Legislature recently enacted legislation aimed at bringing more transparency to the AOB process. An AOB contract is between you, the policyholder, and a third-party contractor, such as a roofer, water mitigation company or repair company.

An AOB contract (referred to in the law as an assignment agreement) gives your policyholder rights and benefits to the contractor (your assignee) for the purpose of repairing your property and resolving your claim with Citizens. Under an AOB contract, your assignee can submit your claim, receive payments for your claim directly from Citizens and even file a lawsuit on your behalf without your knowledge.

Effective July 1, 2019, an AOB contract must contain a provision requiring your assignee to submit a copy of the signed contract for post-loss benefits to Citizens within three days of the contract being executed or work beginning, whichever is earlier. Your assignee can submit a copy using either of the following methods:

- Mail or deliver to Citizens' designated address, which is specified on your policy Declarations page:

  Citizens Property Insurance Corporation
  301 W Bay St
  Jacksonville, FL 32202

- Submit electronically. Instructions for submission are available on www.citizensfla.com/aob.

This notice is provided for informational purposes only. If you have additional questions, call our Customer Care Center at 866.411.2742, Monday-Friday from 8 a.m.-5:30 p.m., or email us using the Contact Us feature at the top of every website page at *www.citizensfla.com*.

Thank you for being a valued Citizens customer.

## Before You Sign

The choice of whether or not to sign an AOB agreement is entirely your own. If you choose to sign an AOB contract, however, be aware of the following:

- You still must allow Citizens to inspect the damages.
- You give up the right to manage your claim and ensure it is resolved timely and to your complete satisfaction.
- You have limited recourse if your contractor misrepresents your claim.
- In most cases, you cannot withhold payment of applicable deductibles if you are unhappy with the work performed.
- If you rescind your AOB contract, you must pay for any contracted work that is performed before the agreement is rescinded.
- You cannot comparison shop for better quality or price.

For more information about AOB, visit *www.citizensfla.com/aob.*

Ex. A-95

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE FL 32245

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

Invoice date: February 2, 2023

BILLED TO:

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167-3628

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $754.00 |
| **Payment Due** | February 22, 2023 |
| **Current Payment Plan** | Quarterly |

| | |
|---|---|
| Installment: | $751.00 |
| Installment Fee: | $3.00 |
| Amount Due: | $754.00 |
| Policy Balance: | $2,258.00 |

*Note:* To pay this policy in full, please pay the policy balance shown above.

**See reverse side for payment options**

## Policy Information

Insured: Stainton Williams
Property address: 1400 NW 113TH TER
MIAMI, FL 33167

**Policy number: 02193693 Term: 7**
Policy period: 11/22/22 to 11/22/23

**Contact your agent with questions or to change your payment plan**
CITIZENS INSURANCE SERVICES
866-240-9353
(address at top of page)

---

Please detach and submit this portion with your payment.

CITIZENS

Payment Due: February 22, 2023
Policy Number: 02193693 Term: 7
Insured: Stainton Williams

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 17850
Jacksonville, FL 32245-7850

Make check payable to Citizens Property Insurance Corporation, and include your policy number on the check.

**Amount Due $754.00**

Total Payment Enclosed

**$**

PLA02193693307320106249690000000754002

## Payment Options

| Pay Online** | Pay by Phone** | Pay by Mail | Pay by Overnight Mail |
|---|---|---|---|
| See *www.citizensfla.com/payments* for more information. | 866.411.2742<br><br>Only for issued Personal Lines policies | P.O. Box 17850<br>Jacksonville, FL 32245-7850 | c/o Payment Processing Department<br>301 West Bay Street, Ste 1300<br>Jacksonville, FL 32202<br><br>Phone: 866.411.2742 |

**Checking and saving account ACH payments only.

**Online or Phone Payment Terms**

When making payment to Citizens Property Insurance Corporation by phone or online, you authorize your financial institution to deduct the amount entered as a one-time payment from your bank account. Citizens Property Insurance Corporation will note this transaction as a pending payment until funds are secured from your financial institution. If Citizens Property Insurance Corporation is unable to secure funds from your bank account for any reason, including but not limited to insufficient funds in your account or inaccurate information provided by you when you submit your electronic payment, further collection action may be undertaken by Citizens Property Insurance Corporation, including application of returned check fees to the extent permitted by law.

**Ex. A-97**

z S7SZENWSNWURANz E WERVSz EW
P.B. xBX 195T9
kAz KWBNVS44E F4 6223J

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

SnLoice date: February 2, 2023

x S44ED 7B:

W7ASN7BN C S44SAMW
1300 NC 1167H 7ER
MSAMS, F4 661T5-6T2I

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $5JT.00 |
| **Payment Due** | February 22, 2023 |
| **Current Payment Plan** | Quarterly |

| | |
|---|---|
| Snstallment: | $5J6.00 |
| Snstallment Fee: | $6.00 |
| Amount Due: | $5JT.00 |
| Policy x alance: | $2,2T2.00 |

*Note:* 7o pay this policy in full, please pay the policy balance shown aboLe.

**See reverse side for payment options**

## Policy Information

Snsured: Wtainton C illiams
Property address: 1300 NC 1167H 7ER
MSAMS, F4 661T5

**Policy number: 02193693 Term: 8**
Policy period: 11/22/26 to 11/22/23

## Contact your agent with questions or to change your payment plan

z S7SZENWSNWURANz E WERVSz EW
I TT-230-96J6
(address at top of page)

Please detach and submit this portion with your payment.

CITIZENS
PROPERTY INSURANCE CORPORATION

Payment Due: February 22, 2023
Policy Number: 02196T96 7erm: I
Snsured: Wtainton C illiams

**Remit payment to:**
z itiOens Property Snsurance z orporation
P.B. xo8 15I J0
kacvsonLille, F4 6223J-5I J0

Mave checv payable to z itiOens Property Snsurance z orporation, and include your policy number on the checv.

## Amount Due $756.00

7otal Payment Enclosed

**$**

02193693508320509261910000007560007

## Payment Options

**Pay Online****
Wtee *www.citizensfla.com/payments* for more information.

**Pay by Phone****
I TT.311.2532

Bnly for issued Personal 4ines policies

**Pay by Mail**
P.B. xo8 15I J0
kacvsonLille, F4 6223J-5I J0

**Pay by Overnight Mail**
c/o Payment Processing Department
601 C est x ay Wtreet, Wte 1600
kacvsonLille, F4 62202

Phone: I TT.311.2532

**z hecving and saLing account Az H payments only.

**Online or Phone Payment Terms**

C hen maving payment to z itiOens Property Snsurance z orporation by phone or online, you authoriOe your financial institution to deduct the amount entered as a one-time payment from your banv account. z itiOens Property Snsurance z orporation will note this transaction as a pending payment until funds are secured from your financial institution. Sf z itiOens Property Snsurance z orporation is unable to secure funds from your banv account for any reason, including but not limited to insufficient funds in your account or inaccurate information proLided by you when you submit your electronic payment, further collection action may be undertaven by z itiOens Property Snsurance z orporation, including application of returned checv fees to the e8tent permitted by law.

**Ex. A-99**

zSSZE1WSIWURA1zEWERVSzEW
PB xBX 96576
kAzKWB1VS44E F4 T22, N

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

SILoice date: February 20232N

xS44EDIB:

WIASIIB1 CS44SAMW
9, 33 1C 99TI HIER
MSAMSDF4 TT975-T72J

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $JNJ.33 |
| **Payment Due** | February 2, 0232N |
| **Current Payment Plan** | Quarterly |

| | |
|---|---|
| SIstallment: | $JNN.33 |
| SIstallment Fee: | $T.33 |
| Amount Due: | $JNJ.33 |
| Policy xalance: | $20N76.33 |

*Note:* Io pay this policy in full0please pay the policy balance shown aboLe.

**See reverse side for payment options**

## Policy Information

SIsured: WIainton CIilliams
Property address: 9, 33 1C 99TI HIER
MSAMSDF4 TT975

**Policy number: 02193693 Term: 9**
Policy period: 99/22/2, to 99/22/2N

## Contact your agent with questions or to change your payment plan

zSSZE1WSIWURA1zEWERVSzEW
J77-2, 3-6TNT
(address at top of page)

---

Please detach and submit this portion with your payment.

CITIZENS
PROPERTY INSURANCE CORPORATION

Payment Due: February 2, 0232N
Policy 1umber: 3296T76T Ierm: 6
SIsured: WIainton CIilliams

**Remit payment to:**
zitiOens Property SIsurance zorporation
P.B. xo8 95JN3
kacvsonLille0F4 T22, N-5JN3

Mave checv payable to zitiOens Property SIsurance zorporation0and include your policy number on the checv.

## Amount Due $858.00

Itotal Payment Enclosed

**$**

021936935091209733354200000085800 1

## Payment Options

| **Pay Online**** | **Pay by Phone**** | **Pay by Mail** | **Pay by Overnight Mail** |
|---|---|---|---|
| Wtee *www.citizensfla.com/payments* for more information. | J77., 99.25, 2<br><br>Bnly for issued Personal 4ines policies | P.B. xo8 95JN3<br>kacvsonLille0F4<br>T22, N-5JN3 | c/o Payment Processing Department<br>T39 C est x ay Wtreet0<br>Wte 9T33<br>kacvsonLille0F4 T2232<br><br>Phone: J77., 99.25, 2 |

**z hecving and saLing account Az H payments only.

**Online or Phone Payment Terms**

C hen maving payment to z itiQens Property Snsurance z orporation by phone or online0you authoriQe your financial institution to deduct the amount entered as a one-time payment from your banv account. z itiQens Property Snsurance z orporation will note this transaction as a pending payment until funds are secured from your financial institution. Sf z itiQens Property Snsurance z orporation is unable to secure funds from your banv account for any reason0including but not limited to insufficient funds in your account or inaccurate information proLided by you when you submit your electronic payment0further collection action may be undertaven by z itiQens Property Snsurance z orporation0 including application of returned checv fees to the e8tent permitted by law.

**Ex. A-101**

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVI44E L4 322- 5

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

Invoice date: F ay 2, 2023

BI44ED TO:

STAINTON WI44IAF S
1- 00 NW 113TH TER
F IAF I, L4 33167

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $75- .00 |
| **Payment Due** | F ay 22, 2023 |
| **Current Payment Plan** | Quarterly |

| | |
|---|---|
| Installment: | $751.00 |
| Installment Lee: | $3.00 |
| Amount Due: | $75- .00 |
| Policy Balance: | $1,507.00 |

*Note:* To pay this policy in full, please pay the policy balance shown above.

**See reverse side for payment options**

## Policy Information

Insured: Stainton Williams
Property address: 1- 00 NW 113TH TER
F IAF I, L4 33167

**Policy number: 02193693 Term: 7**
Policy period: 11/22/22 to 11/22/23

## Contact your agent with questions or to change your payment plan

CITIZENS INSURANCE SERVICES
866M2- 0M9353
(address at top of page)

---

Please detach and submit this portion with your payment.

CITIZENS

Payment Due: F ay 22, 2023
Policy Number: 02193693 Term: 7
Insured: Stainton Williams

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 17850
Jacksonville, L4 322- 5M7850

F ake check payable to Citizens Property Insurance Corporation, and include your policy number on the check.

**Amount Due $754.00**

Total Payment Enclosed

**$**

PLA021936933073201062497700000754002

## Payment Options

| **Pay Online**** | **Pay by Phone**** | **Pay by Mail** | **Pay by Overnight Mail** |
|---|---|---|---|
| See *www.citizensfla.com/payments* for more information. | 866.- 11.27- 2<br><br>Only for issued Personal 4ines policies | P.O. Box 17850<br>Jacksonville, L4 322- 5M7850 | c/o Payment Processing Department<br>301 West Bay Street, Ste 1300<br>Jacksonville, L4 32202<br><br>Phone: 866.- 11.27- 2 |

**Checking and saving account ACH payments only.

**Online or Phone Payment Terms**

When making payment to Citizens Property Insurance Corporation by phone or online, you authorize your financial institution to deduct the amount entered as a oneMtime payment from your bank account. Citizens Property Insurance Corporation will note this transaction as a pending payment until funds are secured from your financial institution. If Citizens Property Insurance Corporation is unable to secure funds from your bank account for any reason, including but not limited to insufficient funds in your account or inaccurate information provided by you when you submit your electronic payment, further collection action may be undertaken by Citizens Property Insurance Corporation, including application of returned check fees to the extent permitted by law.

Ex. A-103

z S7SZENWSNWURANz E WERVSz EW
P.B. xBX 195T9
kAz KWBNVS-E 4- 6223J

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

xS-ED 7B:

SnLoice date: F ay 2, 2023

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $5JT.00 |
| **Payment Due** | F ay 22, 2023 |
| **Current Payment Plan** | Quarterly |

W7ASN7BN C S-SAF W
1300 NC 1167H 7ER
F SAF S, 4- 661T5M6T2I

| | |
|---|---|
| Sistallment: | $5J6.00 |
| Sistallment 4ee: | $6.00 |
| Amount Due: | $5JT.00 |
| Policy xalance: | $1,J09.00 |

*Note:* 7o pay this policy in full, please pay the policy balance shown aboLe.

**See reverse side for payment options**

## Policy Information

Sisured: Wtainton C illiams
Property address: 1300 NC 1167H 7ER
F SAF S, 4- 661T5

**Policy number: 02193693 Term: 8**
Policy period: 11/22/26 to 11/22/23

## Contact your agent with questions or to change your payment plan

z S7SZENWSNWURANz E WERVSz EW
I TTM230M96J6
(address at top of page)

Please detach and submit this portion with your payment.

CITIZENS

Payment Due: F ay 22, 2023
Policy Number: 02196T96 7erm: I
Sisured: Wtainton C illiams

**Remit payment to:**
z itiOens Property Sisurance z orporation
P.B. xo8 15I J0
kacvsonLille, 4- 6223JM5I J0

F ave checv payable to z itiOens Property Sisurance z orporation, and include your policy number on the checv.

## Amount Due $756.00

7otal Payment Enclosed

$

02193693508320509262090000000756007

## Payment Options

| **Pay Online**** | **Pay by Phone**** | **Pay by Mail** | **Pay by Overnight Mail** |
|---|---|---|---|
| Wtee *www.citizensfla.com/payments* for more information. | I TT.311.2532<br><br>Bnly for issued Personal - ines policies | P.B. xo8 15I J0 kacvsonLille, 4-6223JM5I J0 | c/o Payment Processing Department<br>601 C est x ay Wtreet, Wte 1600<br>kacvsonLille, 4- 62202<br><br>Phone: I TT.311.2532 |

**z hecving and saLing account Az H payments only.

**Online or Phone Payment Terms**

C hen maving payment to z itiOens Property Snsurance z orporation by phone or online, you authoriOe your financial institution to deduct the amount entered as a oneMtime payment from your banv account. z itiOens Property Snsurance z orporation will note this transaction as a pending payment until funds are secured from your financial institution. Sf z itiOens Property Snsurance z orporation is unable to secure funds from your banv account for any reason, including but not limited to insufficient funds in your account or inaccurate information proLided by you when you submit your electronic payment, further collection action may be undertaven by z itiOens Property Snsurance z orporation, including application of returned checv fees to the e8tent permitted by law.

**Ex. A-105**

z S7SJH1 WSI WWZF1z H WHZXSz HW
P.B. xBK 96I T6
kFz $WB1XS-H4- N, , MJ

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

xS-HD 7B:

W7FSI 7B1 CS-SFAW
9M33 1C 99N7R 7HZ
ASFASD4- NN9TI

SnLoice date: Fu2ust , 0, 3, N

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | QI JT.33 |
| **Payment Due** | Fu2ust , , 0, 3, N |
| **Current Payment Plan** | f uarterly |

| | |
|---|---|
| Snstallment: | QI JN.33 |
| Snstallment 4ee: | QN.33 |
| Fmount Due: | QI JT.33 |
| Policy x alance: | QI JT.33 |

*Note:* 7o pay this policy in /ull0please pay the policy balance shown aboLe.

**See reverse side for payment options**

## Policy Information

Snsured: Wtainton C illiams
Property address: 9M33 1C 99N7R 7HZ
ASFASD4- NN9TI

**Policy number: 02193693 Term: 7**
Policy period: 99(, , (, , to 99(, , (, N

## Contact your agent with questions or to change your payment plan

z S7SJH1 WSI WWZF1z H WHZXSz HW
5TTE; M3E6NJN
gaddress at top o/ pa2e)

Please detach and submit this portion with your payment.

CITIZENS

Payment Due: Fu2ust , , 0, 3, N
Policy 1umber: 3, 96NT6N 7erm: I
Snsured: Wtainton C illiams

**Remit payment to:**
z itiQens Property Snsurance z orporation
P.B. xo8 9I 5J3
kacvsonLille04- N, , MJE 5J3

A ave checv payable to z itiQens Property Snsurance z orporation0and include your policy number on the checv.

## Amount Due $756.00

7otal Payment Hnclosed

**$**

PLA02193693307320106249850000000756007

## Payment Options

**Pay Online****
Wee *www.citizensfla.com/payments* /or more in/ormation.

**Pay by Phone****
5TT.M99., I M,

Bnly /or issued Personal - ines policies

**Pay by Mail**
P.B. xo8 9l 5J3
kacvsonLille04- N, , MJE 5J3

**Pay by Overnight Mail**
c(o Payment Processin2 Department
N39 C est x ay Wtreet0
Wte 9N33
kacvsonLille04- N, , 3,

Phone: 5TT.M99., I M,

**z hecvin2 and saLin2 account Fz R payments only.

**Online or Phone Payment Terms**

C hen mavin2 payment to z itiQens Property Snsurance z orporation by phone or online0you authoriQe your /inancial institution to deduct the amount entered as a oneEime payment /rom your banv account. z itiQens Property Snsurance z orporation will note this transaction as a pendin2 payment until /unds are secured /rom your /inancial institution. Sf z itiQens Property Snsurance z orporation is unable to secure /unds /rom your banv account /or any reason0includin2 but not limited to insu//icient /unds in your account or inaccurate in/ormation proLided by you when you submit your electronic payment0/urther collection action may be undertaven by z itiQens Property Snsurance z orporation0 includin2 application o/ returned checv /ees to the e8tent permitted by law.

Ex. A-107

OWWUH1 C WCVZF1 OH CHZXW0HC
P.x . 8x K 96J76
vFO$Cx 1XWMH - MT, , Nk

CITIZENS
PROPERTY INSURANCE CORPORATION

# Installment Premium Invoice

8WMHD I x :

CI FWI x 1 z WMWA C
9N33 1z 99TI R I HZ
A WA W- MTT97JE7, S

W4oice date: Fu2ust , 0, 3, N

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | QJk7.33 |
| **Payment Due** | Fu2ust , , 0, 3, N |
| **Current Payment Plan** | f uarterly |

| | |
|---|---|
| Wstallment: | QJkT.33 |
| Wstallment - ee: | QT.33 |
| Fmount Due: | QJk7.33 |
| Policy 8alance: | QJk7.33 |

*Note:* I o pay this policy in /ull0please pay the policy balance shown abo4e.

**See reverse side for payment options**

## Policy Information

Wsured: Ctainton z illiams
Property address: 9N33 1z 99TI R I HZ
A WA W- MTT97J

**Policy number: 02193693 Term: 8**
Policy period: 99(, , (, T to 99(, , (, N

## Contact your agent with questions or to change your payment plan

OWWUH1 C WCVZF1 OH CHZXW0HC
S77E; N3E6TkT
gaddress at top o/ pa2e)

Please detach and submit this portion with your payment.

CITIZENS
PROPERTY INSURANCE CORPORATION

Payment Due: Fu2ust , , 0, 3, N
Policy 1umber: 3, 96T76T I erm: S
Wsured: Ctainton z illiams

**Remit payment to:**
OitiBens Property Wsurance Oorporation
P.x . 8o5 9JSk3
vacLson4ille0- MT, , NkEJSk3

A aLe checL payable to OitiBens Property Wsurance Oorporation0and include your policy number on the checL.

## Amount Due $756.00

I otal Payment Hnclosed

**$**

021936935083205092621700000075600 7

## Payment Options

| **Pay Online**** | **Pay by Phone**** | **Pay by Mail** | **Pay by Overnight Mail** |
|---|---|---|---|
| Cee *www.citizensfla.com/payments* /or more in/ormation. | S77.N99., JN,<br><br>x nly /or issued Personal Mnes policies | P.x . 8o5 9JSk3<br>vacLson4ille0- M T, , NkEJSk3 | c(o Payment Processin2 Department<br>T39 z est 8ay Ctreet0<br>Cte 9T33<br>vacLson4ille0- MT, , 3,<br><br>Phone: S77.N99., JN, |

**OhecLin2 and sa4in2 account FOR payments only.

**Online or Phone Payment Terms**

z hen maLin2 payment to OitiBens Property Wsurance Oorporation by phone or online0you authoriBe your /inancial institution to deduct the amount entered as a oneEime payment /rom your banL account. OitiBens Property Wsurance Oorporation will note this transaction as a pendin2 payment until /unds are secured /rom your /inancial institution. W OitiBens Property Wsurance Oorporation is unable to secure /unds /rom your banL account /or any reason0includin2 but not limited to insu//icient /unds in your account or inaccurate in/ormation pro4ided by you when you submit your electronic payment0/urther collection action may be undertaLen by OitiBens Property Wsurance Oorporation0 includin2 application o/ returned checL /ees to the e5tent permitted by law.

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE FL 32245

CITIZENS
PROPERTY INSURANCE CORPORATION

# Renewal Premium Invoice

Invoice date: October 2, 2023

BILLED TO:

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167-3628

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $1,520.00 |
| **Payment Due** | November 22, 2023 |
| **Current Payment Plan** | Quarterly |

**See reverse side for payment options**

**Policy Information**
Insured: Stainton Williams
Property address: 1400 NW 113TH TER
MIAMI, FL 33167

**Policy number: 02193693 Term: 8**
Policy period: 11/22/23 to 11/22/24
Renewal premium: $3,766.00

## Payment Plans At-a-Glance

| | Initial Payment | Installment | Installment | Installment |
|---|---|---|---|---|
| Quarterly* | $1,520 | $756 | $756 | $756 |
| Semiannual* | $2,274 | | $1,508 | |
| Payment Due | 11/22/23 | 02/22/24 | 05/22/24 | 08/22/24 |

*Payment plans include an initial $13 installment fee. Each subsequent installment invoice will include an additional $3 installment fee.

These payment plan amounts will differ if changes are made to your policy that increase or decrease premium.

## Contact your agent with questions or to change your payment plan

CITIZENS INSURANCE SERVICES
866-240-9353
(address at top of page)

Please detach and submit this portion with your payment.

CITIZENS
PROPERTY INSURANCE CORPORATION

Payment Due: November 22, 2023
Policy Number: 02193693 Term: 8
Insured: Stainton Williams

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 17850
Jacksonville, FL 32245-7850

Make check payable to Citizens Property Insurance Corporation, and include your policy number on the check.

**Amount Due $1,520.00**

Total Payment Enclosed

**$**

PLA021936933082205092618300000152000 6

## Payment Options

| Pay Online** | Pay by Phone** | Pay by Mail | Pay by Overnight Mail |
|---|---|---|---|
| See *www.citizensfla.com/payments* for more information. | 866.411.2742<br><br>Only for issued Personal Lines policies | P.O. Box 17850<br>Jacksonville, FL 32245-7850 | c/o Payment Processing Department<br>301 West Bay Street, Ste 1300<br>Jacksonville, FL 32202<br><br>Phone: 866.411.2742 |

**Checking and saving account ACH payments only.

**Online or Phone Payment Terms**

When making payment to Citizens Property Insurance Corporation by phone or online, you authorize your financial institution to deduct the amount entered as a one-time payment from your bank account. Citizens Property Insurance Corporation will note this transaction as a pending payment until funds are secured from your financial institution. If Citizens Property Insurance Corporation is unable to secure funds from your bank account for any reason, including but not limited to insufficient funds in your account or inaccurate information provided by you when you submit your electronic payment, further collection action may be undertaken by Citizens Property Insurance Corporation, including application of returned check fees to the extent permitted by law.

**Ex. A-111**

CI8IZENS INSURANCE SERVICES
PO BOX 197T9
kACKSONVI44E L4 6223J

CITIZENS
PROPERTY INSURANCE CORPORATION

# Renewal Premium Invoice

Invoice date: October 2, 2023

BI44ED 8O:

S8AIN8ON WI44IAMS
1300 NW 1168H 8ER
MIAMI, L4 661T7-6T25

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $1,72T.00 |
| **Payment Due** | November 22, 2023 |
| **Current Payment Plan** | Quarterly |

**See reverse side for payment options**

**Policy Information**
Insured: Stainton Williams
Property address: 1300 NW 1168H 8ER
MIAMI, L4 661T7

**Policy number: 02193693 Term: 9**
Policy period: 11/22/23 to 11/22/2J
Renewal premium: $3,279.00

## Payment Plans At-a-Glance

| | Initial Payment | Installment | Installment | Installment |
|---|---|---|---|---|
| Quarterly* | $1,72T | $5J5 | $5J5 | $5J9 |
| Semiannual* | $2,J51 | | $1,713 | |
| Payment Due | 11/22/23 | 02/23/2J | 0J/22/2J | 05/22/2J |

*Payment plans include an initial $16 installment fee. Each subsequent installment invoice will include an additional $6 installment fee.

8hese payment plan amounts will differ if changes are made to your policy that increase or decrease premium.

## Contact your agent with questions or to change your payment plan

CI8IZENS INSURANCE SERVICES
5TT-230-96J6
(address at top of page)

Please detach and submit this portion with your payment.

CITIZENS

Payment Due: November 22, 2023
Policy Number: 02196T96 8erm: 9
Insured: Stainton Williams

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 175J0
kacFsonville, L4 6223J-75J0

MaFe checF payable to Citizens Property Insurance Corporation, and include your policy number on the checF.

**Amount Due $1,726.00**

8otal Payment Enclosed

**$**

021936935091209833353700000182600 9

## Payment Options

| Pay Online** | Pay by Phone** | Pay by Mail | Pay by Overnight Mail |
|---|---|---|---|
| See *www.citizensfla.com/payments* for more information. | 5TT.311.2732<br><br>Only for issued Personal 4ines policies | P.O. Box 175J0<br>kacFsonville, L4 6223J-75J0 | c/o Payment Processing Department<br>601 West Bay Street, Ste 1600<br>kacFsonville, L4 62202<br><br>Phone: 5TT.311.2732 |

**ChecFing and saving account ACH payments only.

**Online or Phone Payment Terms**

When maFing payment to Citizens Property Insurance Corporation by phone or online, you authorize your financial institution to deduct the amount entered as a one-time payment from your banF account. Citizens Property Insurance Corporation will note this transaction as a pending payment until funds are secured from your financial institution. If Citizens Property Insurance Corporation is unable to secure funds from your banF account for any reason, including but not limited to insufficient funds in your account or inaccurate information provided by you when you submit your electronic payment, further collection action may be undertaFen by Citizens Property Insurance Corporation, including application of returned checF fees to the extent permitted by law.

W68ZE0I 80I URA0WE I ERV8WEI
P.z . Oz X N3T93
5AWKI z 0V8LLE FL 1vv47

# Renewal Premium Invoice

8nkoice date: 0okember vv2v, vv

O8LLED 6z :

I 6A80 6z 0 S 8LL8AMI
N4, , 0S NN16H 6ER
M8AM82FL 11N9T

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $v2v4v., , |
| **Payment Due** | December Nv2v, vv |
| **Current Payment Plan** | Full Pay |

**See reverse side for payment options**

**Policy Information**
8nsured: I tainton S illiams
Property address: N4, , 0S NN16H 6ER
M8AM82FL 11N9T

**Policy number: 02193693 Term: 7**
Policy period: NNQvQv to NNQvQ1
Renewal premium: $12T9N., ,

## Payment Plans At-a-Glance

| | 8nitial Payment | 8nstallment | 8nstallment | 8nstallment |
|---|---|---|---|---|
| ) uarterly* | $NZ7N3 | $T74 | $T74 | $T79 |
| I emiannual* | $v2vT, | | $NZ7, T | |
| Payment Due | NvQNvQv | , vQvQ1 | , 7QvQ1 | , xQvQ1 |

*Payment plans include an initial $N1 installment (ee. Each subsequent installment inkoice will include an additional $1 installment (ee.

6hese payment plan amounts will di((er i( chanf es are made to your policy that increase or decrease premium.

## Contact your agent with questions or to change your payment plan

W68ZE0I 80I URA0WE I ERV8WEI
x99-v4, -3171
/address at top o( paf eg

Please detach and submit this portion with your payment.

Payment Due: December Nv2v, vv
Policy 0umber: , vN31931 6erm: T
8nsured: I tainton S illiams

**Remit payment to:**
WitiCens Property 8nsurance Worporation
P.z . OoB NTx7,
5acJsonkille2FL 1vv47-Tx7,

MaJe checJ payable to WitiCens Property 8nsurance Worporation2and include your policy number on the checJ.

**Amount Due $2,242.00**

6otal Payment Enclosed

**$**

PLA021936933073200774308900000225200 6

## Payment Options

**Pay Online****
I ee *www.citizensfla.com/payments* (or more in(ormation.

**Pay by Phone****
x99.4NN.vT4v

z nly (or issued Personal Lines policies

**Pay by Mail**
P.z . OoB NTx7,
5acJsonkille2FL 1vv47-Tx7,

**Pay by Overnight Mail**
cQ Payment Processinf Department
1, N S est Oay I treet2 I te N1, ,
5acJsonkille2FL 1vv, v

Phone: x99.4NN.vT4v

**WhecJinf and sakinf account AWH payments only.

**Online or Phone Payment Terms**

S hen maJinf payment to WltiCens Property 8nsurance Worporation by phone or online2you authoriCe your (inancial institution to deduct the amount entered as a one-time payment (rom your banJ account. WltiCens Property 8nsurance Worporation will note this transaction as a pendinf payment until (unds are secured (rom your (inancial institution. 8( WltiCens Property 8nsurance Worporation is unable to secure (unds (rom your banJ account (or any reason2includinf but not limited to insu((icient (unds in your account or inaccurate in(ormation prokided by you when you submit your electronic payment2(urther collection action may be undertaJen by WltiCens Property 8nsurance Worporation2 includinf application o( returned checJ (ees to the eBtent permitted by law.

Ex. A-115

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE FL 32245

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Invoice date: October 2, 2017

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

WELLS FARGO BANK NA 708 ISAOA

If the mortgagee for this policy has changed or no longer pays the premium, contact your agent.

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

### Policy Information

Insured: Stainton Williams
Property address: 1400 NW 113TH TER
MIAMI, FL 33167

**Policy number: 02193693** **Term: 2**
Policy period: 11/22/17 to 11/22/18

### Contact your agent with questions or to change your payment plan

CITIZENS INSURANCE SERVICES
866-240-9353
(address at top of page)

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $2,910.00 |
| **Payment Due** | November 22, 2017 |
| **Loan Number** | 0009950650 |

**See reverse side for payment methods**

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CITIZENS

Payment Due: November 22, 2017
Policy Number: 02193693 Term: 2
Insured: Stainton Williams

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 17850
Jacksonville, FL 32245-7850

Make check payable to Citizens Property Insurance Corporation, and include your policy number on the check.

**Mortgagee has been billed.**
Contact your agent if the mortgagee has changed. If you are now the premium payor, please detach this stub and remit with the payment amount entered in the box below.

**$**

PLA021936933028132256915100000291000 8

## Payment Methods

**Pay by Mail**
P.O. Box 17850
Jacksonville, FL 32245-7850

**Pay by Overnight Mail**
301 West Bay Street,
Ste 1300
Jacksonville, FL 32202

CITIZENS INSURANCE SERVICES
P.O. BOX 738, 3
JACKSONVILLE FL 62245

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Invoc9e date: O9tober 20217l

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

WELLS FARGO BANK NA 81I ISAOA

If the mortgagee for thcs poic9y has 9hanged or no ionger pays the premcum09onta9t your agent.

STAINTON WILLIAMS
7411 NW 776TH TER
MIAMI0FL 667, 8

### Policy Information

Insured: Stacnton Wcicams
Property address: 7411 NW 776TH TER
MIAMI0FL 667, 8

**Policy number: 02193693 Term: 3**
Poic9y perccd: 77/22/7l to 77/22/73

### Contact your agent with questions or to change your payment plan

CITIZENS INSURANCE SERVICES
l , , -241-3656
(address at top of page)

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $60468.11 |
| **Payment Due** | November 2, 0217l |
| **Loan Number** | 1113351, 51 |

**See reverse side for payment methods**

✂ - - -

## Payment Methods

**Pay by Mail**
P.O. Box 78I 51
Ja9ksonvdie0FL 62245-8I 51

**Pay by Overnight Mail**
617 West Bay Street0
Ste 7611
Ja9ksonvdie0FL 62212

Ex. A-119

CI6IZENS INSURANCE SERVICES
P.O. BOX 17837
kACKSONVI44E L4 922TJ

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Invoice date: October 2, 2017

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

WE44S LARGO BANK NA 805 ISAOA

If the mortgagee for this policy has changed or no longer pays the premium, contact your agent.

S6AIN6ON WI44IAMS
1T00 NW 1196H 6ER
MIAMI, L4 99138

### Policy Information

Insured: Stainton Williams
Property address: 1T00 NW 1196H 6ER
MIAMI, L4 99138

**Policy number:** **02193693** **Term:** **4**
Policy period: 11/22/17 to 11/22/20

### Contact your agent with questions or to change your payment plan

CI6IZENS INSURANCE SERVICES
533-2T0-79J9
(address at top of page)

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $9,J0T.00 |
| **Payment Due** | November 22, 2017 |
| **Loan Number** | 00077J03J0 |

**See reverse side for payment methods**

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CITIZENS

Payment Due: November 22, 2017
Policy Number: 02179379 6erm: T
Insured: Stainton Williams

**Remit payment to:**
Citizens Property Insurance Corporation
P.O. Box 185J0
kacFsonville, L4 922TJ-85J0

MaFe checF payable to Citizens Property Insurance Corporation, and include your policy number on the checF.

**Mortgagee has been billed.**
Contact your agent if the mortgagee has changed. If you are now the premium payor, please detach this stub and remit with the payment amount entered in the box below.

**$**

PLA02193693307619164419850000034070O8

## Payment Methods

**Pay by Mail**
P.O. Box 185J0
kacFsonville, L4 922TJ-85J0

**Pay by Overnight Mail**
901 West Bay Street,
Ste 1900
kacFsonville, L4 92202

**Ex. A-121**

CI6IZENS INSURANCE SERVICES
P.O. BOX c9839
JACKSONVILLE FL , 224T

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Involi e date: Oi tober 202121

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

WELLS FARGO BANK NA 815 ISAOA

If the mortgagee for thls po7i y has i hanged or no 7onger pays the premlum0i ontai t your agent.

S6AIN6ON WILLIAMS
c411 NW cc, 6H 6ER
MIAMI0FL , , c38

### Policy Information

Insured: Stalnton WI77ams
Property address: c411 NW cc, 6H 6ER
MIAMI0FL , , c38

**Policy number:** **02193693** **Term:** **5**
Po7i y perlod: cc/22/21 to cc/22/2c

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $, 0299.11 |
| **Payment Due** | November 2, 02121 |
| **Loan Number** | 11199T13T1 |

**See reverse side for payment methods**

### Contact your agent with questions or to change your payment plan

CI6IZENS INSURANCE SERVICES
533-241-9, T,
(address at top of page)

✂- - - -

## Payment Methods

**Pay by Mail**
P.O. Box c85T1
Jai ksonvl7e0FL , 224T-85T1

**Pay by Overnight Mail**
, 1c West Bay Street0
Ste c, 11
Jai ksonvl7e0FL , 2212

**Ex. A-123**

CI6IZENS INSURANCE SERVICES
P.O. BOX i cT3c
JACKSONVILLE FL 92245

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Invo7e date: Ol tober 2, 2022

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

WELLS FARGO BANK NA T08 ISAOA

If the mortgagee for th7s po1cy has l hanged or no 1nger pays the prem7um, l ontal t your agent.

S6AIN6ON WILLIAMS
i 400 NW i i 96H 6ER
MIAMI, FL 99i 3T

### Policy Information

Insured: Sta7nton W77iams
Property address: i 400 NW i i 96H 6ER
MIAMI, FL 99i 3T

**Policy number:** **02193693** **Term:** **7**
Po1cy per7od: i i /22/22 to i i /22/29

### Contact your agent with questions or to change your payment plan

CI6IZENS INSURANCE SERVICES
833-240-c959
(address at top of page)

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $9,T3i .00 |
| **Payment Due** | November 22, 2022 |
| **Loan Number** | 000cc50350 |

**See reverse side for payment options**

✂ - - -

## Payment Methods

**Pay by Mail**
P.O. Box i T850
Jal ksonv7le, FL 92245-T850

**Pay by Overnight Mail**
90i West Bay Street,
Ste i 900
Jal ksonv7le, FL 92202

**Ex. A-125**

WT6TZENd TNdURANWE dERVTWEd
Phz hOz X 1cB3c
JAWKdz NVTLLE FL 92245

CITIZENS
PROPERTY INSURANCE CORPORATION

## Mortgagee Billed

Tnvoli e sate: z i tober 2, 2021

**This is not an invoice.**
**Please retain for your records.**

**Your policy renewal premium was submitted for payment to:**

S ELLd FARGz OANK NA B08 TdAz A

Tgtf e mortCaCee gpr tf ll woTi y f al i f anCes or no TonCer wayl tf e wremlum, i ontai t your aCenth

d6ATN6z N S TLLTAMd
1400 NS 1196H 6ER
MTAMT, FL 9913B

**Policy Information**
TnI ures: dtalnton S I77aml
Prowerty assrel l : 1400 NS 1196H 6ER
MTAMT, FL 9913B

**Policy number:** **02193693** **Term:** **6**
PoTi y werlos: 11/22/21 to 11/22/22

**Invoice Summary**

| | |
|---|---|
| **Amount Due** | $9,149h00 |
| **Payment Due** | November 22, 2021 |
| **Loan Number** | 000cc50350 |

**See reverse side for payment options**

**Contact your agent with questions or to change your payment plan**
WT6TZENd TNdURANWE dERVTWEd
833-240-c959
(assrel l at towogwaCe)

✂ - - -

## Payment Methods

**Pay by Mail**
Phz hOop 1B850
Jai kl onvl7e, FL 92245-B850

**Pay by Overnight Mail**
901 S el t Oay d treet,
d te 1900
Jai kl onvl7e, FL 92202

# Binding Violation Notice

| | |
|---|---|
| **Date:** | December 1, 2016 |
| **Policy Number:** | 02193693 |
| **Agency:** | ALL FLORIDA ASSURANCE GROUP, INC. |
| **AOR:** | ERIK RODRIGUEZ |
| **Agent ID:** | W230138 |

Our records indicate that you/your agency bound coverage on this risk, in violation of one or more of the following:

| | | |
|---|---|---|
| | 1 | **Circumventing the Required Document Submission Process**<br>Agent/agency circumvented the new-business submission process by attaching clearly incorrect, incomplete or unacceptable documentation under the *Required Documents* category. |
| | 2 | **Ineligible Risk**<br>Documentation received with new-business application, verifying that the named insured meets Citizens' personal lines eligibility requirements under either:<br>A. no-offer-of-coverage; or<br>B. 15 percent rule; or<br>C. Returning Clearinghouse within 36 months rule was not acceptable |
| X | 3 | **Uninsurable Risk**<br>Risk is uninsurable as defined by *Rule 208* in the PR-M and PR-W underwriting manuals for this policy form, specifically Double Taps and Exposed Wiring. |
| | 4 | **Premium Posted to Unbound Risk**<br>Premium posted on an unbound application prior to Underwriting review and approval, regardless of final eligibility and/or insurability determination. |

Agents who are issued a binding violation notice are entitled to a review of the violation. If you disagree with the binding violation, select **Dispute** within this activity. You must provide a clear statement in the *Dispute Notes* section of why the violation is being disputed and attach any relevant supporting documentation. Remember that violations occur at the time the submitted new-business application is underwritten, based on the documentation or lack of documentation *at that time*. A binding violation cannot be removed through corrective action taken after the violation occurs. *All disputes must be initiated within five business days from the date of this notice*.

*Note:* All submitted documents are subject to Underwriting review and approval.

You/your agency should take the steps necessary to ensure compliance by:

- Carefully reviewing Knowledge Base for information and agent communications about binding and late-submission violations as well as the applicable Citizens personal lines underwriting manuals and the *Agent Appointment Agreement*.
- Using the *Personal Lines New Business Submission Checklist and Details* and the *Personal Lines New Business Submission Instructions.*
- Completing all available online training.

Thank you.
Citizens Personal Lines Underwriting

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

301 W Bay St., Suite 1300
Jacksonville, FL 32202-5142
www.citizensfla.com

Date of Notice: November 27, 2023

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167-3628

Policy Number: 02193693
First Named Insured: Stainton Williams

**IMPORTANT NOTICE OF NON-SUFFICIENT FUNDS**
**YOUR RENEWAL POLICY IS NULL AND VOID AND NO COVERAGE IS IN EFFECT UNLESS A REPLACEMENT PAYMENT IS RECEIVED BY December 12, 2023 12:01 A.M. EASTERN TIME**

We received a premium payment for the renewal of policy 02193693. The payment could not be processed or honored by your financial institution. To rescind this notice you must submit replacement funds by the date and time indicated above.

If replacement funds are not received by December 12, 2023, the renewal policy is null and void and no coverage was ever in effect.

If your payment was made electronically, you may want to check your account number. If you have any questions, contact your agent or your financial institution.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245
866-240-9353

✂- - - -

ERIK RODRIGUEZ
ALL FLORIDA ASSURANCE GROUP, INC.
15325 NW 60 AVENUE 101
MIAMI LAKES, FL 33014

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Date of Notice: December 1, 2016

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167-3628

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

Policy Number: 02193693
First Named Insured: Stainton Williams

**NOTICE OF CANCELLATION**
**EFFECTIVE December 26, 2016, 12:01 A.M. EASTERN TIME**

Policy 02193693 is being cancelled by Citizens Property Insurance Corporation. This policy will not provide any protection beyond the cancellation effective date and time specified above. The reasons for this action are:

Property is not eligible for coverage because the electrical system is not in acceptable condition.

The property is not eligible for coverage due to extra hazardous exposure not contemplated in the rates.

Please contact your agent if you have questions:

ERIK RODRIGUEZ
ALL FLORIDA ASSURANCE GROUP, INC.
15325 NW 60 AVENUE 101
MIAMI LAKES, FL 33014
305-456-9988

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

301 W Bay St., Suite 1300
Jacksonville, FL 32202-5142
www.citizensfla.com

Date of Notice: December 13, 2022

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

Policy Number: 02193693
First Named Insured: Stainton Williams

**NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM**
**EFFECTIVE December 28, 2022 12:01 A.M. EASTERN TIME**

We have not received the premium due for policy 02193693. Your policy will be cancelled as of the effective date and time shown above unless payment is received by Citizens.

If you have received another Notice of Cancellation, you must also comply with the requirements of that Notice before its cancellation effective date and time, for your coverage to remain in full force and effect.

If you have any questions, contact your agent.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245
866-240-9353

✂----------

Please detach and submit this portion with your payment

**POLICY NUMBER: 02193693**

**NAMED INSURED: Stainton Williams**

**Payment must be received before 12/28/2022.**

$2,242.00

Total Payment Enclosed

Citizens Property Insurance Corporation
PO Box 17850
Jacksonville, FL 32245-7850

Make check payable to:
Citizens Property Insurance Corporation



PLA021936933073200774308900000225200 6

**UNIFORM MITIGATION VERIFICATION INSPECTION**

STAINTON & ESMIE WILLIAMS
1400 NW 113 TER MIAMI, FL 33167

***PREPARED BY:***
***Elite Group Solutions LLC***
***Danny James Cagua***
***Home Inspector***
***LIC#HI9141***
***1756 N Bayshore Drive #20A Miami, FL 33132***
***Phone (305)456-0858***
***Email:Danny212006@aol.com***

10/18/2016

# Uniform Mitigation Verification Inspection Form

Ex. A-132

Maintain a copy of this form and any documentation provided with the insurance policy

| | | |
|---|---|---|
| Inspection Date: 10/18/2016 | | |
| **Owner Information** | | |
| Owner Name: STAINTON & ESMIE WILLIAMS | | Contact Person: |
| Address: 1400 NW 113 TER | | Home Phone: |
| City: MIAMI | Zip: 33167 | Work Phone: |
| County: MIAMI-DADE | | Cell Phone: |
| Insurance Company: | | Policy #: |
| Year of Home: 1954 | # of Stories: 1 | Email: |

**NOTE: Any documentation used in validating the compliance or existence of each construction or mitigation attribute must accompany this form. At least one photograph must accompany this form to validate each attribute marked in questions 3 though 7. The insurer may ask additional questions regarding the mitigated feature(s) verified on this form.**

1. **Building Code**: Was the structure built in compliance with the Florida Building Code (FBC 2001 or later) OR for homes located in the HVHZ (Miami-Dade or Broward counties), South Florida Building Code (SFBC-94)?

☐ A. Built in compliance with the FBC: Year Built _____. For homes built in 2002/2003 provide a permit application with a date after 3/1/2002: Building Permit Application Date (MM/DD/YYYY) ____/____/_____

☐ B. For the HVHZ Only: Built in compliance with the SFBC-94: Year Built _____. For homes built in 1994, 1995, and 1996 provide a permit application with a date after 9/1/1994: Building Permit Application Date (MM/DD/YYYY) ___/___/_____

☑ C. Unknown or does not meet the requirements of Answer "A" or "B"

2. **Roof Covering:** Select all roof covering types in use. Provide the permit application date OR FBC/MDC Product Approval number OR Year of Original Installation/Replacement OR indicate that no information was available to verify compliance for each roof covering identified.

| 2.1 Roof Covering Type: | Permit Application Date | FBC or MDC Product Approval # | Year of Original Installation or Replacement | No Information Provided for Compliance |
|---|---|---|---|---|
| ☑ 1. Asphalt/Fiberglass Shingle | 07/19/2016 | 2016055527 | | ☐ |
| ☐ 2. Concrete/Clay Tile | ___/___/_____ | | | ☐ |
| ☐ 3. Metal | ___/___/_____ | | | ☐ |
| ☐ 4. Built Up | ___/___/_____ | | | ☐ |
| ☐ 5. Membrane | ___/___/_____ | | | ☐ |
| ☑ 6. Other ROLL ROOF | 07/19/2016 | 2016055527 | | ☐ |

☑ A. All roof coverings listed above meet the FBC with a FBC or Miami-Dade Product Approval listing current at time of installation OR have a roofing permit application date on or after 3/1/02 OR the roof is original and built in 2004 or later.

☐ B. All roof coverings have a Miami-Dade Product Approval listing current at time of installation OR (for the HVHZ only) a roofing permit application after 9/1/1994 and before 3/1/2002 OR the roof is original and built in 1997 or later.

☐ C. One or more roof coverings do not meet the requirements of Answer "A" or "B".

☐ D. No roof coverings meet the requirements of Answer "A" or "B".

3. **Roof Deck Attachment**: What is the **weakest** form of roof deck attachment?

☐ A. Plywood/Oriented strand board (OSB) roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by staples or 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift less than that required for Options B or C below.

☐ B. Plywood/OSB roof sheathing with a minimum thickness of 7/16"inch attached to the roof truss/rafter (spaced a maximum of 24"inches o.c.) by 8d common nails spaced a maximum of 12" inches in the field.-OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent or greater resistance 8d nails spaced a maximum of 12 inches in the field or has a mean uplift resistance of at least 103 psf.

☑ C. Plywood/OSB roof sheathing with a minimum thickness of 7/16"inch attached to the roof truss/rafter (spaced a maximum of 24"inches o.c.) by 8d common nails spaced a maximum of 6" inches in the field. -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board (or 1 nail per board if each board is equal to or less than 6 inches in width). -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure.**

or greater resistance than 8d common nails spaced a maximum of 6 inches in the field or has a mean uplift resistance of at least 182 psf.

- ☐ D. Reinforced Concrete Roof Deck.
- ☐ E. Other: _____
- ☐ F. Unknown or unidentified.
- ☐ G. No attic access.

4. **Roof to Wall Attachment:** What is the **WEAKEST** roof to wall connection? (Do not include attachment of hip/valley jacks within 5 feet of the inside or outside corner of the roof in determination of WEAKEST type)

- ☑ A. Toe Nails
  - ☐ Truss/rafter anchored to top plate of wall using nails driven at an angle through the truss/rafter and attached to the top plate of the wall, or
  - ☑ Metal connectors that do not meet the minimal conditions or requirements of B, C, or D

**Minimal conditions to qualify for categories B, C, or D. All visible metal connectors are:**

- ☐ Secured to truss/rafter with a minimum of three (3) nails, **and**
- ☐ Attached to the wall top plate of the wall framing, or embedded in the bond beam, with less than a ½" gap from the blocking or truss/rafter **and** blocked no more than 1.5" of the truss/rafter, **and** free of visible severe corrosion.

- ☐ B. Clips
  - ☐ Metal connectors that do not wrap over the top of the truss/rafter, **or**
  - ☐ Metal connectors with a minimum of 1 strap that wraps over the top of the truss/rafter and does not meet the nail position requirements of C or D, but is secured with a minimum of 3 nails.
- ☐ C. Single Wraps
  Metal connectors consisting of a single strap that wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side and a minimum of 1 nail on the opposing side.
- ☐ D. Double Wraps
  - ☐ Metal Connectors consisting of 2 separate straps that are attached to the wall frame, or embedded in the bond beam, on either side of the truss/rafter where each strap wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side, and a minimum of 1 nail on the opposing side, **or**
  - ☐ Metal connectors consisting of a single strap that wraps over the top of the truss/rafter, is secured to the wall on both sides, and is secured to the top plate with a minimum of three nails on each side.
- ☐ E. Structural Anchor bolts structurally connected or reinforced concrete roof.
- ☐ F. Other: _____
- ☐ G. Unknown or unidentified
- ☐ H. No attic access

5. **Roof Geometry:** What is the roof shape? (Do not consider roofs of porches or carports that are attached only to the fascia or wall of the host structure over unenclosed space in the determination of roof perimeter or roof area for roof geometry classification).

- ☐ A. Hip Roof — Hip roof with no other roof shapes greater than 10% of the total roof system perimeter.
  Total length of non-hip features: _____ feet; Total roof system perimeter: _____ feet
- ☐ B. Flat Roof — Roof on a building with 5 or more units where at least 90% of the main roof area has a roof slope of less than 2:12. Roof area with slope less than 2:12 _____ sq ft; Total roof area _____sq ft
- ☑ C. Other Roof — Any roof that does not qualify as either (A) or (B) above.

6. **Secondary Water Resistance (SWR):** (standard underlayments or hot-mopped felts do not qualify as an SWR)

- ☐ A. SWR (also called Sealed Roof Deck) Self-adhering polymer modified-bitumen roofing underlayment applied directly to the sheathing or foam adhesive SWR barrier (not foamed-on insulation) applied as a supplemental means to protect the dwelling from water intrusion in the event of roof covering loss.
- ☑ B. No SWR.
- ☐ C. Unknown or undetermined.

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

7. **Opening Protection:** What is the **weakest** form of wind borne debris protection installed on the structure? **First**, use the table to determine the weakest form of protection for each category of opening. **Second**, (a) check one answer below (A, B, C, N, or X) based upon the lowest protection level for ALL Glazed openings **and** (b) check the protection level for all Non-Glazed openings (.1, .2, or .3) as applicable.

| **Opening Protection Level Chart**<br>**Place an "X" in each row to identify all forms of protection in use for each opening type. Check only one answer below (A thru X), based on the weakest form of protection (lowest row) for any of the Glazed openings and indicate the weakest form of protection (lowest row) for Non-Glazed openings.** | | **Glazed Openings** | | | | **Non-Glazed Openings** | |
|---|---|---|---|---|---|---|---|
| | | **Windows or Entry Doors** | **Garage Doors** | **Skylights** | **Glass Block** | **Entry Doors** | **Garage Doors** |
| **N/A** | Not Applicable- there are no openings of this type on the structure | | X | X | X | | X |
| **A** | Verified cyclic pressure & large missile (9-lb for windows doors/4.5 lb for skylights) | | | | | | |
| **B** | Verified cyclic pressure & large missile (4-8 lb for windows doors/2 lb for skylights) | | | | | | |
| **C** | Verified plywood/OSB meeting Table 1609.1.2 of the FBC 2007 | | | | | | |
| **D** | Verified Non-Glazed Entry or Garage doors indicating compliance with ASTM E 330, ANSI/DASMA 108, or PA/TAS 202 for wind pressure resistance | | | | | | |
| **N** | Opening Protection products that appear to be A or B but are not verified | | | | | | |
| | Other protective coverings that cannot be identified as A, B, or C | | | | | | |
| **X** | No Windborne Debris Protection | X | | | | X | |

☐ **A. Exterior Openings Cyclic Pressure and 9-lb Large Missile (4.5 lb for skylights only)** All Glazed openings are protected at a minimum, with impact resistant coverings or products listed as wind borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level A in the table above).

- Miami-Dade County PA 201, 202, **and** 203
- Florida Building Code Testing Application Standard (TAS) 201, 202, **and** 203
- American Society for Testing and Materials (ASTM) E 1886 **and** ASTM E 1996
- Southern Standards Technical Document (SSTD) 12
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996
- For Garage Doors Only: ANSI/DASMA 115

☐ A.1 All Non-Glazed openings classified as A in the table above, or no Non-Glazed openings exist

☐ A.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level B, C, N, or X in the table above

☐ A.3 One or More Non-Glazed Openings is classified as Level B, C, N, or X in the table above

☐ **B. Exterior Opening Protection- Cyclic Pressure and 4 to 8-lb Large Missile (2-4.5 lb for skylights only)** All Glazed openings are protected, at a minimum, with impact resistant coverings or products listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level B in the table above):

- ASTM E 1886 **and** ASTM E 1996 (Large Missile – 4.5 lb.)
- SSTD 12 (Large Missile – 4 lb. to 8 lb.)
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996 (Large Missile - 2 to 4.5 lb.)

☐ B.1 All Non-Glazed openings classified as A or B in the table above, or no Non-Glazed openings exist

☐ B.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level C, N, or X in the table above

☐ B.3 One or More Non-Glazed openings is classified as Level C, N, or X in the table above

☐ **C. Exterior Opening Protection- Wood Structural Panels meeting FBC 2007** All Glazed openings are covered with plywood/OSB meeting the requirements of Table 1609.1.2 of the FBC 2007 (Level C in the table above).

☐ C.1 All Non-Glazed openings classified as A, B, or C in the table above, or no Non-Glazed openings exist

☐ C.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level N or X in the table above

☐ C.3 One or More Non-Glazed openings is classified as Level N or X in the table above

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

☐ **N. Exterior Opening Protection (unverified shutter systems with no documentation)** All Glazed openings are protected with protective coverings not meeting the requirements of Answer "A", "B", or C" or systems that appear to meet Answer "A" or "B" with no documentation of compliance (Level N in the table above).

☐ N.1 All Non-Glazed openings classified as Level A, B, C, or N in the table above, or no Non-Glazed openings exist

☐ N.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level X in the table above

☐ N.3 One or More Non-Glazed openings is classified as Level X in the table above

☑ **X. None or Some Glazed Openings** One or more Glazed openings classified and Level X in the table above.

***MITIGATION INSPECTIONS MUST BE CERTIFIED BY A QUALIFIED INSPECTOR.***
***Section 627.711(2), Florida Statutes, provides a listing of individuals who may sign this form.***

| Qualified Inspector Name: | License Type: | License or Certificate #: |
|---|---|---|
| Danny James Cagua | Home Inspector | HI9141 |

| Inspection Company: | Phone: |
|---|---|
| Elite Group Solutions LLC | (305) 456-0858 |

## Qualified Inspector – I hold an active license as a: (check one)

☑ Home inspector licensed under Section 468.8314, Florida Statutes who has completed the statutory number of hours of hurricane mitigation training approved by the Construction Industry Licensing Board and completion of a proficiency exam.

☐ Building code inspector certified under Section 468.607, Florida Statutes.

☐ General, building or residential contractor licensed under Section 489.111, Florida Statutes.

☐ Professional engineer licensed under Section 471.015, Florida Statutes.

☐ Professional architect licensed under Section 481.213, Florida Statutes.

☐ Any other individual or entity recognized by the insurer as possessing the necessary qualifications to properly complete a uniform mitigation verification form pursuant to Section 627.711(2), Florida Statutes.

**Individuals other than licensed contractors licensed under Section 489.111, Florida Statutes, or professional engineer licensed under Section 471.015, Florida Statues, must inspect the structures personally and not through employees or other persons. Licensees under s.471.015 or s.489.111 may authorize a direct employee who possesses the requisite skill, knowledge, and experience to conduct a mitigation verification inspection.**

**I,** Danny James Cagua **(print name) am a qualified inspector and I personally performed the inspection or (*licensed contractors and professional engineers only*) I had my employee (_____) perform the inspection (print name of inspector) and I agree to be responsible for his/her work.**

**Qualified Inspector Signature:** _____ **Date:** 10/18/2016

**An individual or entity who knowingly or through gross negligence provides a false or fraudulent mitigation verification form is subject to investigation by the Florida Division of Insurance Fraud and may be subject to administrative action by the appropriate licensing agency or to criminal prosecution. (Section 627.711(4)-(7), Florida Statutes) The Qualified Inspector who certifies this form shall be directly liable for the misconduct of employees as if the authorized mitigation inspector personally performed the inspection.**

**Homeowner to complete:** I certify that the named Qualified Inspector or his or her employee did perform an inspection of the residence identified on this form and that proof of identification was provided to me or my Authorized Representative.

**Signature:** _____ **Date:** 10/18/2016

**An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree. (Section 627.711(7), Florida Statutes)**

**The definitions on this form are for inspection purposes only and cannot be used to certify any product or construction feature as offering protection from hurricanes.**

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

Front Elevation

Back Elevation

Side Elevation

Side Elevation

Roll Roof

Shingle Roof

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Non-Protected Door

Non-Protected Windows

Non-Protected Windows

Tongue & Groove Decking

Tongue & Groove Decking

1400 NW 113 TER MIAMI, FL 33167

**Please note insurance carriers may process the answer to Question #9, Opening Protection, in different ways. Only your carrier or qualified insurance professional can discuss your carrier's polices and qualify the potential premium impacts, if any, of achieving a stronger ratings on Question #9. However, the below deficiencies report provides a guideline for the achievement of the most commonly useful levels of large -missile impact protection:**
**To Protect All Openings: (Answer "A") Class A Rating**
**In order to obtain a valid large-missile impact rating on ALL openings, the following area (s) would need to be protected or replaced with a hurricane rated/qualified product:**

ALL WINDOWS AND DOORS NEED TO BE PROTECTED

**Notes:**

- **The deficiency report is provided as a courtesy. If you believe anything on the deficiency report to be inaccurate, please contact Elite Group Solutions LLC immediately at (305) 456-0858.**
- **A rated/qualifying product meets the requirements listed on the Uniform Mitigation Verification Inspection Form for "Large Missile Impact" (9lb large missile for Answer A & E). Products meeting requirements at 2 to 8lbs large missile test qualify for Answer B & F , respectively.**
- **After these deficiencies have been addressed, you may contact Elite Group Solutions immediately at (305) 456-0858 for a re- inspection to improve your rating. Proof such as a (NOA) Notice of Acceptance or FBC product approval will be examined during the re-inspection.**
- **This deficiency report does not take into account any limitations that may exist due to your condo or homeowner's association guidelines.**

# Online Learning

# *Certificate*

This certifies that

Danny Cagua

License Number/s

hi9141

Has successfully completed
the Final Exam for

**Hurricane Mitigation Training and Techniques - v2**

Course Number 0610085

*on 09-11-2015*

AAA Construction School, Inc.

34 Arlington Road South · Jacksonville, FL 32216

Provider Number: CILB 0000972 · BCAIB 0000972 · Home Inspection 0000972

Mold Related Services: 0000972 · FBPE: 0006140 · Miami-Dade: D097 · Division of State Fire Marshall: 14663

**MUELLERREPORTS.COM:** INTERIOR/EXTERIOR (NO DIAGRAM OR R/C) ON-SITE REPORT

**Contact Information**
Policy Number: **02193693**
Policyholder: Williams, Stainton
1400 NW 113TH TER
MIAMI, FL 33167
**Address To Survey**
1400 NW 113TH TER
MIAMI, FL 33167
County: MIAMI-DADE
**Geocode**
Latitude: 25.8779807
Longitude: -80.2225986
Match Level: Discrete Address

**Order Info**
Mueller ID Number: **18593085**
Lender/Client: **Citizens Property Insurance (987)**
Date Ordered: **5/3/2024**
Date Surveyed: **5/9/2024**
Date Completed: **5/16/2024**
Report Type: **INTERIOR/EXTERIOR (NO DIAGRAM OR R/C)**
Field Rep. Number: **37217**
Agency Name: **KLOCKO JANICE**
Agency Code: **A287403**
Effective Date: **11/22/2023** (176)
Coverage A In:
Code Out: **Review Not Needed**
Major Concerns: **1**
Minor Concerns: **1**

**Special Attention Notes:**

**Appointment Scheduling**

**Policyholder Preferred Appointment Information**

**Appointment:** Thursday, May 9, 2024 between 8AM-NOON
**Reminder Method:** PRIMARY PHONE at 305-761-4895

**Appointment Scheduling:**

Date: 5/9/2024 11:30 AM
Notes:

| Who | Spoke With | # Attempted | Date | Time | Result |
|---|---|---|---|---|---|
| Policyholder | confirmed app | 305-761-4895 | 5/6/2024 | 8AM-Noon | Appointment Scheduled |

**Minor Hazard (4): 1**

| Category | Count | SubCategory | Details |
|---|---|---|---|
| Roof | 1 | ▪ Flat roof over living area | percentOfRoofAffected~50 |

**Major Hazard (4): 1**

| Category | Count | SubCategory | Details |
|---|---|---|---|
| Heating system | 1 | ▪ No thermostatically-controlled heating system present | |

# Citizens Exterior Form

## General Information

| | |
|---|---|
| Did FR meet anyone on site? | Yes |
| With whom did FR meet? | Policyholder/Spouse |
| Was PH interview conducted? | Yes |
| Risk is occupied by: | Policyholder |
| Current occupancy status: | Occupied |
| Approximate year built: | 1954 |
| Year built determined by: | Tax record & FR observations agree |

**Primary Roof**

| | |
|---|---|
| Identify primary roof cover material present: | Composition - 3 tab |
| Percent: | 50 |
| Roof age: | 5 |
| Overall condition of roof: | OK |
| Roof remaining useful life: | >= 5 years |

| | |
|---|---|
| **Secondary roof** present? | Yes |

**Secondary Roof**

**Secondary Roof Cover Material 1**

| | |
|---|---|
| Identify roof cover material present: | Built-up hot mopped w/o gravel |
| Percent: | 50 |
| Roof age: | 5 |
| Overall condition of roof: | OK |
| Roof remaining useful life: | >= 5 years |

| | |
|---|---|
| Number of families: | 1 |
| Full perimeter access obtained? | Yes |

## Protection

| | |
|---|---|
| Fire hydrant within 1000ft of the risk? | Yes |
| Fire department within 5 miles of the risk? | Yes |
| Other fire department access concerns present? | No |

## Dwelling Exterior Conditions

| | |
|---|---|
| Have any dwelling condition concerns been identified? | Yes |

**Roof** concerns present

**Roof Concern 1**

| | |
|---|---|
| Roof concern identified: | Flat roof over living area |

| | |
|---|---|
| Percent of roof affected: | 50 |
| Location(s) of concern: | Front of dwelling<br>Right of dwelling<br>Rear of dwelling |

*Flat roof over living area* **percentOfRoofAffected~50** Minor Hazard (4)

### Detached Structures

| | |
|---|---|
| Detached structure(s) present? | No |

### Premises Liability

| | |
|---|---|
| **Swimming pool** present? | No |
| Have any premises liability concerns been identified? | No |
| Is there a palm tree within 3 ft of the dwelling, or a non-palm tree within 6ft of the dwelling? | No |

# Citizens Interior Form

### Interior Photos

#### Kitchen 1

| | |
|---|---|
| Kitchen number: | 1 |

#### Bathroom 1

| | |
|---|---|
| Type: | Master |

#### Bathroom 2

| | |
|---|---|
| Type: | Full |

### Private Protection

| | |
|---|---|
| Number of bathrooms: | 2 |

| | |
|---|---|
| Operable smoke detectors: | Yes |
| Operable fire extinguishers: | No |
| Fire alarm: | No |
| Burglar alarm: | No |

## Heating

| | |
|---|---|
| Is the risk equipped with a thermostatically-controlled heating system? | No |
| *No thermostatically-controlled heating system present* | **Major Hazard (4)** |

## Plumbing

Identify pipe (%) in use for pressurized water supply lines running from the entrance water meter to the fixtures (do not include waste lines or heating lines in %):

| | |
|---|---|
| | Copper |
| Have plumbing supply lines renovations ever taken place? | No |
| Is there a water heater at the dwelling? | Yes |
| TPR sensor at water heater? | Yes |
| Any plumbing system concerns identified? | No |
| Dishwasher condition: | OK |
| Refrigerator condition: | OK |
| Washing machine condition: | OK |
| Water heater condition: | OK |
| Showers/Tubs condition: | OK |
| Toilets condition: | OK |
| Sinks condition: | OK |
| Sump pump condition: | OK |
| Main shut off valve condition: | N/A |
| All other visible plumbing fixtures condition: | OK |

## Electrical

| | |
|---|---|
| GFCI present? | No |

### Electrical panel 1

| | |
|---|---|
| Main panel or secondary panel? | Main panel |
| Able to provide a photo of the electric panel's label? | Yes |

| | |
|---|---|
| Identify manufacturer: | Westinghouse |
| Is the electrical panel cover present and secure? | Yes |
| Any evidence of single strand aluminum wire attached to an individual breaker? | No |
| Is the panel original? | No |
| Panel age: | 15 |
| Identify the extent of system renovation: | Partial renovation |
| Identify year of renovation: | 2009 |
| Identify panel amperage: | Unable to determine |
| Is amperage sufficient for current usage? | Yes |
| Any electric panel concerns identified? | No |

| | |
|---|---|
| Any knob and tube wiring identified? | No |
| Is PH aware of any knob and tube wiring at the risk? | No |
| Any aluminum single strand branch circuit wiring identified? | No |
| Is PH aware of any aluminum single strand branch circuit wiring at the risk? | No |
| Identify remaining wiring material: | Romex |
| Any wiring concerns identified? | No |
| Any other electrical system renovations taken place? | No |

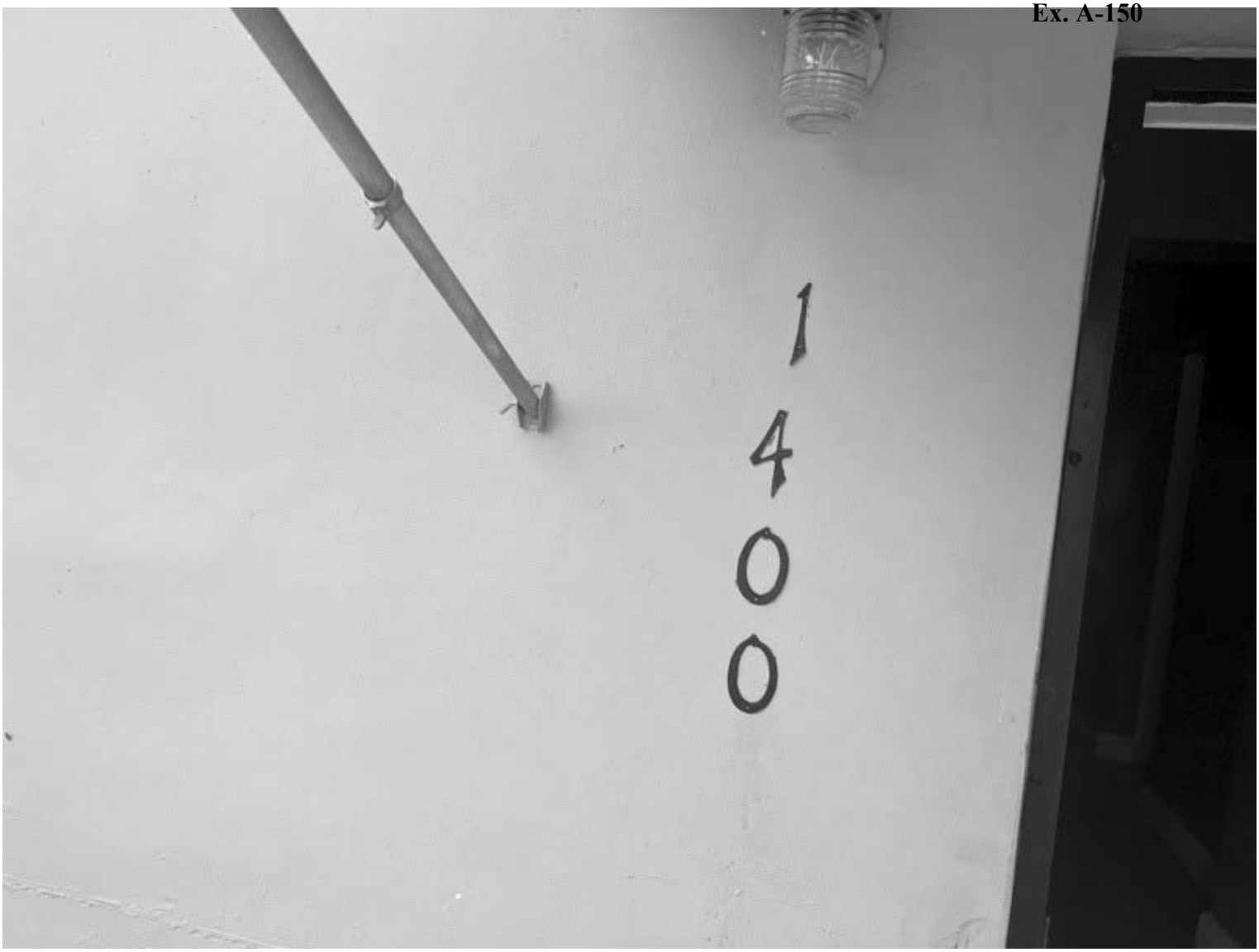
Dwelling, Front view

Dwelling, Right view

Dwelling, Left view

Dwelling, Rear view

Dwelling, Rear view




Dwelling, Address number

Roof verification, Dwelling, Roof, Flat roof over living area, Front

Roof verification, Dwelling, Roof, Flat roof over living area, Right

Roof verification, Left

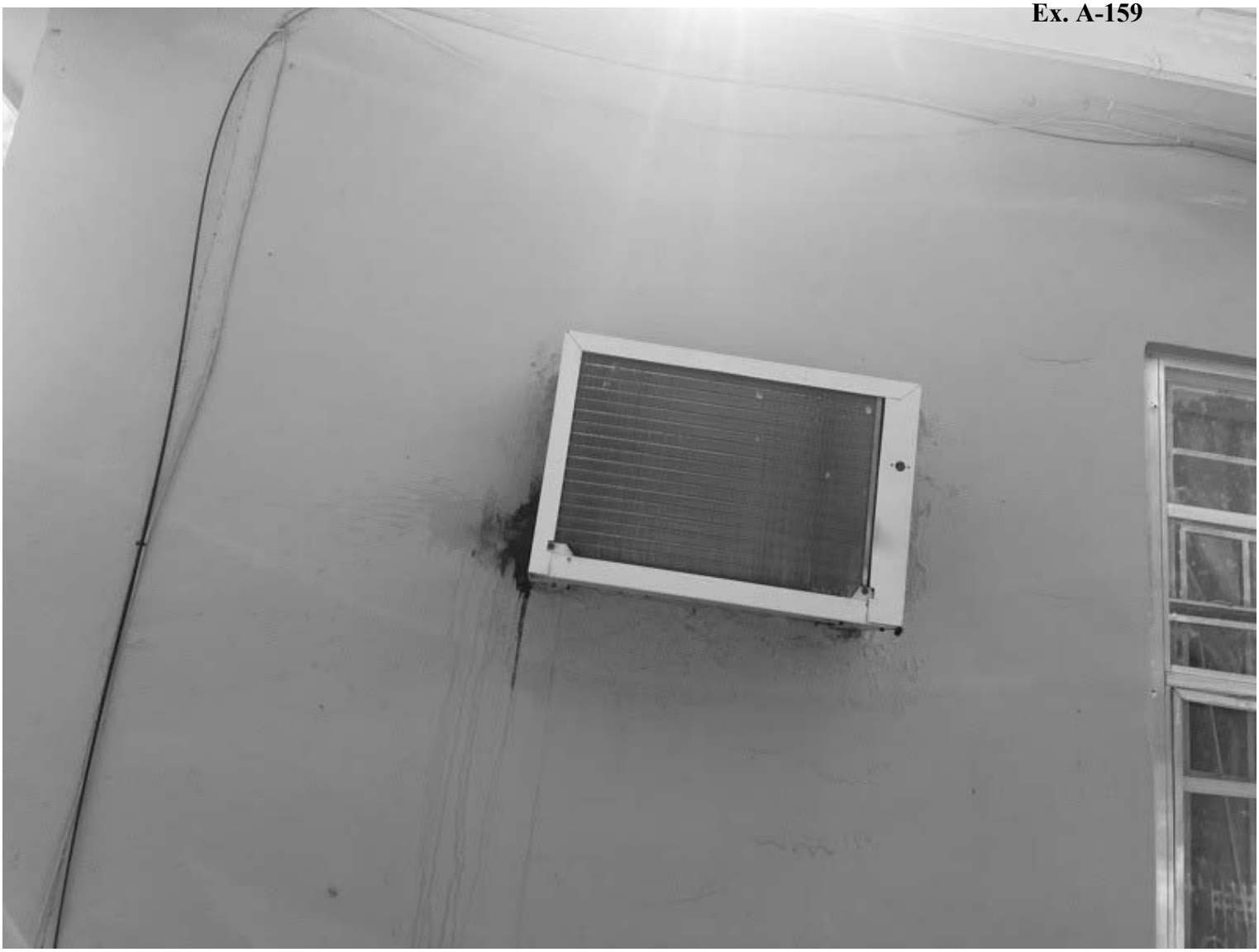
Roof verification, Rear

Roof verification, Dwelling, Roof, Flat roof over living area, Rear

Air Conditioning Unit

Air Conditioning Unit

Air Conditioning Unit



Air Conditioning Unit

**Ex. A-160**

Plumbing, Water heater, TPR

Bathroom, Master, Under the sink

**Ex. A-162**

Bathroom, Master, Toilet water supply line, Plumbing, Pipe, Copper

Bathroom, Master

**Ex. A-164**

Bathroom, Full, Toilet water supply line

Bathroom, Full, Under the sink

Bathroom, Full

**Ex. A-167**

Water heater

**Ex. A-168**

Label, Main panel

**Ex. A-169**

Electrical panel, Main panel

Under sink, Water supply line, Kitchen 1

Kitchen 1

# M@H Photos Interior V3

## Interior

### Kitchen 1

### Bathroom 1

### Bedroom 1

### Living Room 1

**Survey Remarks**

No central AC

Wall units

**Disclaimer:** This report's sole purpose is to provide insurance underwriting information. While information contained herein is based upon observation and reasonable judgment, no representation or guarantee of accuracy or completeness is made. Use of any part of this report is voluntary and Mueller shall not be held liable for any loss or damage resulting therefrom.

**A-PLUS PROPERTY INDIVIDUAL REPORT**

**QUOTEBACK: PC-01381369-02193693**

**ORDER DATE: 12/01/2016** **RESPONSE DATE: 12/01/2016**

**ORDER TIME: 06:14:37 AM** **RESPONSE TIME: 06:20:46 AM**

---

| | |
|---|---|
| **Insured Name:** | Stainton B. Williams |
| **Risk Address:** | 1400 NW 113TH TER<br>MIAMI, FL 33167--3628 |
| **Current Address:** | 1400 NW 113TH TER<br>MIAMI, FL 33167 |

---

**No matches found for the request submitted**

REASONABLE PROCEDURES HAVE BEEN ADOPTED TO MAXIMIZE THE ACCURACY OF THIS REPORT. SUBSCRIBERS, HOWEVER, ARE TO INVESTIGATE INDEPENDENTLY AND EVALUATE THE RELEVANT DATA PROVIDED.

Ex. A-173

# AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

## N O T I C E  O F  N O N R E N E W A L
HOMEGARD

POLICY NO CPI 0347016 24
NONRENEWAL TO TAKE EFFECT AT 12:01 AM 11/22/16 DATE OF NOTICE 05/22/16

---

AMERICAN BANKERS INS CO

MORTGAGEE:
WELLS FARGO BANK, NA #708
ISAOA
PO BOX 5708
SPRINGFIELD, OH 45501
LOAN NO. 0009950650

AGENT/ACCOUNT:0738001
AMERICAN BANKERS (ABIC)
IN HOUSE
11222 QUAIL ROOST DR
MIAMI FL 33157

SEQUENCE 795

INSURED/BORROWER:
STAINTON B WILLIAMS
ESMIE WILLIAMS
1400 NW 113TH TERR
MIAMI, FL 33167

LOCATION: 1400 NW MIAMI 33167

---

**This notice informs you that your insurance coverage will expire at 12:01 a.m. EST on the effective date listed above, according to the terms and conditions of your coverage form. Your insurance coverage will not be continued for the following REASON:**

PROGRAM NO LONGER AVAILABLE THROUGH COMPANY

**NOTICE TO LIENHOLDER/MORTGAGEE (IF APPLICABLE): This notice is to notify you that the agreement under the Loss Payable clause is canceled according to the conditions of the insurance coverage. Your insurable interest will cease at the time and date listed above.**

**ADDITIONAL INFORMATION REGARDING THIS NOTICE: You have the right to know the reasons behind the decision to terminate your insurance coverage. You have the right to ask us to correct, amend, or delete any information about you in our files. You can provide us with a concise statement and we will put this statement in our files for anyone to review.**

DIRECT YOUR QUESTIONS TO CUSTOMER SERVICE AT 1-877-900-0343

INSURED COPY

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | bloallen@bellsouth.net |
| CC | cis.agency@citizensfla.com |
| Subject | Action Required: Property inspection needed |
| Date Sent | 4 May 2024 03:38:15 AM |
| Attachments | |

# Action Required: Property Inspection Needed

May 4, 2024 Policy Number: 02193693

Dear Stainton Williams,

Citizens Property Insurance Corporation conducts periodic inspections of homeowner properties to verify eligibility and certain building characteristics. The information obtained from an inspection may have an impact on eligibility or replacement cost. Citizens requires a routine Interior-Exterior inspection of your property located at 1400 NW 113TH TER. We appreciate your assistance with this inspection.

Primarily, Citizens has three types of inspections: roof, external-only, and internal/external, and we use third-party inspection companies. These three types of inspections are free to you. Regardless of the type of inspection:

- All field representatives have received training from the third-party inspection company, have regular background checks and follow COVID-19 protocols.
- You must provide access to locked gates and gated communities.
- Dogs and other pets must be secured.
- Before the date of the inspection, the inspection company will send you a post card, call you, or send a text message to inform you of the upcoming inspection. If the inspection company calls you and you are unable to answer, they will leave a voice message informing you of the upcoming inspection.
- When the representative arrives on the inspection date, they will knock on your door before beginning the inspection.

**A roof inspection** is when the representative takes photographs of the roof of your home and the roofs of any outbuildings. The inspection company may contact you via mail, phone, or text message with more details.

**An external-only inspection** is when the representative takes photographs of the exterior of your home, outbuildings and premises. The inspection company may contact you via mail, phone or text message with more details.
No appointment is required for either of the above inspections unless the property is located in a gated community. The representative will knock on the door to let you know they have arrived. If a tenant is living in the home, please be certain that they are aware of the impending inspection. While it is not required that anyone be home for either a roof inspection or external-only inspection, the representative will need access to the entire exterior of the

home. If no one is home, the representative will still conduct the inspection if there is access to the exterior of the home.

**An internal/external inspection** is when the representative enters your home to check all systems, including the electrical panel, water heater, air handler and plumbing connections. The representative also will take photographs of the exterior of your home, outbuildings and premises. The inspection company representative may contact you via phone or a text message in the next week to schedule the inspection. If you are unable to be present for an internal inspection, you can designate a person 18 years old or older to allow the representative access.

Once the inspection is completed, your agent will advise you of any findings requiring further action.

Some things to be aware of:

- If you need to reschedule, please contact the inspection company directly.
- You agreed to property inspections when you signed your application for Citizens insurance, and your policy permits Citizens to conduct inspections.
- Failure to respond to an inspection request or refusal to allow an inspection will result in cancellation or nonrenewal of coverage.

Your agent has been notified of this inspection. If you have any questions, you can contact them: 866-240-9353 or cis.agency@citizensfla.com.

We thank you in advance for your cooperation with this time-sensitive matter.

---

Do not reply to this email. If you have a question about this email or your policy, contact your agent or use our Contact Us form. To ensure our emails continue to reach your inbox, add our email address or domain to your safe senders list.

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This email is not spam. You received this email because you are a Citizens policyholder, and we want to convey important information about your policy. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. Citizens does not use or share your personal information for marketing purposes. For more details, please see the Privacy Policy on the Citizens website.

**Citizens Property Insurance Corporation**
www.citizensfla.com

myPolicy
Report and view claims. Enroll in paperless delivery. Make payments. Access policy documents.
24/7/365

**866.411.2742**
Report a claim 24/7/365 or
Get specific policy information weekdays from 8:00 a.m. to 5:30 p.m. ET

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | mcookery@hotmail.com |
| Subject | Your Citizens Policy 02193693 Is Due to Renew |
| Date Sent | 2 Oct 2018 12:41:39 AM |
| Attachments | |

1400 NW 113TH TER
MIAMI, FL 33167

Your policy with Citizens Property Insurance Corporation is due to renew. Citizens is committed to providing the highest level of service to our customers. Check your renewal policy to be sure it includes any updates to recent life events or property changes, such as home additions or upgrades, other named insureds, mortgagee changes and contact information updates. The following quick tips will help you make the most of your Citizens policy.

## Register for myPolicy

If you haven't already done so, register for myPolicy to view your policy and billing information, and to make payments under certain conditions. Qualified customers also can make a one-time payment through www.citizensfla.com without registering for myPolicy.

## Call Citizens First

Calling Citizens or your agent as soon as you become aware of or suspect any damage and before beginning any emergency or permanent repairs puts you in control of your claim. You can report a claim even if you don't know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs.

Sudden water damage? Water is a leading cause of damage in reported property loss claims throughout Florida. Emergency water removal services are *free* and available 24/7 for qualified customers.

Citizens' Managed Repair Program can make the repair process easier by connecting eligible customers with a local network of qualified, licensed service companies following a covered loss. Satisfaction is guaranteed and all permanent repairs under this program are warrantied.

**Report a Claim: 866.411.2742**
Available 24/7/365

## Stop Assignment of Benefits Abuse

Learn about assignment of benefits (AOB) and how to protect yourself from AOB abuse at our AOB webpage.

## We're Here to Help!

**Contact Your Agent**
JANICE KLOCKO
CIS.Agency@CitizensFLA.com

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245
866-240-9353



**Contact Citizens**

Phone: Citizens Customer Care – 866.411.2742 **(**M-F, 8 a.m.-5:30 p.m. ET)
Email: Contact Us
Online: www.citizensfla.com and FAQs

## Citizens is Social!

Find Citizens on Facebook and Twitter for storm preparedness tips, Citizens news and insurance education. You'll also find comprehensive information and policyholder resources at www.citizensfla.com.

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | mcookery@hotmail.com |
| Subject | Your Citizens Policy 02193693 Is Set to DeneR |
| wate Sent | 2 Oct 2019 018l983: 4A |
| 4ttachments | |

1M00 NW 113TH TED
AI4AI, FL 33167

Thank you por reneRind your coverade Rith Citizens Progerty Insurance Corgoration. Citizens is committef to grovif ind the hidhest level opservice to our customers. Check your reneRal golicy Rhen it arrives in the mail to be sure it incluf es any ugf ates to recent lipe events or grogerty chandes, such as home af f itions or ugdraf es, other namef insuref s, mortdadee chandes anf contact inpormation ugf ates. The polloRind quick tigs Rill helg you make the most opyour Citizens golicy.

## Register for myPolicy

Ipyou haven't alreaf y f one so, redister por myPolicy to vieR your golicy, billind inpormation, ugf ate contact inpormation, submit a claim, anf to make gayments unf er certain conf itions.

## Call Citizens First

Callind Citizens or your adent as soon as you become aRare opor susgect any f amade anf bepore bedinnind any emerdency or germanent regairs guts you in control opyour claim. You can regort a claim even ipyou f on't knoR the pull eQtent opf amade. Loss regortind anf regair requirements may appect coverade por emerdency anf germanent regairs.

Suf f en Rater f amade- Water is a leaf ind cause opf amade in regortef grogerty loss claims throudhout Florif a. Emerdency Rater removal services are *free* anf available 2M7 por qualipief customers.

Citizens' A anadef Degair Prodram can make the regair grocess easier by connectind elidible customers Rith a local netRork opqualipef , licensef service comganies polloRind a coveref loss. Satispaction is duaranteef anf all germanent regairs unf er this grodram are Rarrantief by your service grovif er.

**Report Your Claim 24/7**
Phone8: 66.M11.27M2
Online8myPolicy

## Stop Assignment of Benefits Abuse

Learn about assidnment opbenepits ?4O/ 5anf hoR to grotect yourselppprom 4O/ abuse at our 4O/ Rebgade.

## We're Here to Help!

**Contact Your Agent**
(4NICE BLOCBO
CIS.4dency@CitizensFL4.com
CITI) ENS INSJD4NCE SEDKICES
P.O. / OZ 19769
(4CBSONKILLE, FL 322MJ
: 662M093U3

**Contact Citizens**
Phone8 Citizens Customer Care V: 66.M11.27M2 (AXF, : a.m.XU830 g.m. ET5
Email8 Contact Js
Online8 RRR.citizensjda.com anf F4–s

## Citizens is Social!

Finf Citizens on Facebook anf TRitter jor storm gregaref ness tigs, Citizens neRs anf insurance ef ucation. You'll also jinf comgrehensive injormation anf golicyholf er resources at RRR.citizensjda.com.

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|---|---|
| From | DoNotReply@citizensfla.com |
| To | mcookery@hotmail.com |
| Subject | Your Citizens Policy 02193693 Is Set to DeneR |
| wate Sent | 2 Oct 2020 08:89:13 4A |
| 4ttachments | |

**Ex. A-181**

1800 MN 113TWTHD
AI4AIEF, 3316L

Thank you 7or reneRinp your coderape Rith Citizens Proverty Insurance Corvoration. Citizens is committeg to vrodiginp the hiphest ledel o7serdice to our customers. Check your reneRal volicy Rhen it arrides in the mail to be sure it incluges any uvgates to recent li7e edents or vroverty chanpesEsuch as home aggitions or uvpragesEother nameg insuregsEmortpapee chanpes ang contact in7ormation uvgates. The 7olloRinp f uick tivs Rill helv you make the most o7your Citizens volicy.

## Register for myPolicy

I7you hadenq alreagy gone soErepister 7or myPolicy to dieR your volicyE billinp in7ormationEuvgate contact in7ormationEsubmit a claimEang to make vayments unger certain congitions.

## Call Citizens First

Callinp Citizens or your apent as soon as you become aRare o7or susvect any gamape ang be7ore bepinninp any emerpency or vermanent revairs vuts you in control o7your claim. You can revort a claim eden i7you gonq knoR the 7ull e' tent o7gamape. , oss revortinp ang revair ref uirements may a77ect coderape 7or emerpency ang vermanent revairs.

Suggen Rater gamapeQN ater is a leaginp cause o7gamape in revorteg vroverty loss claims throuphout Floriga. Hmerpency Rater remodal serdices are *free* ang adailable 28-L 7or f uali7eg customers.

CitizensqA anapeg Devair Propram can make the revair vrocess easier by connectinp elipible customers Rith a local netRork o7f uali7egElicenseg serdice comvanies 7olloRinp a codereg loss. Satis7action is puaranteeg ang all vermanent revairs unger this vropram are Rarrantieg by your serdice vrodiger.

**Report Your Claim 24/7**
Phone: x66.811.2L82
Online: myPolicy

## Stop Assignment of Benefits Abuse

, earn about assipnment o7bene7its ?4O/ 5ang hoR to vrotect yoursel77rom 4O/ abuse at our 4O/ Rebvape.

## We're Here to Help!

**Contact Your Agent**
(4MICH B, OCBO
CIS.4pency@CitizensF, 4.com
CITI) HMS IMSJ D4MCH SHDKICHS
P.O. / OZ 19L69
(4CBSOMKI, , HEF, 3228U
x6628093U3

**Contact Citizens**
Phone: Citizens Customer Care V x66.811.2L82 (A XFEx a.m.XU:30 v.m. HT5
Hmail: Contact J s
Online: RRR.citizens7a.com ang F4 – s

## Citizens is Social!

Fing Citizens on Facebook ang TRitter 7or storm vrevaregness tivsECitizens neRs ang insurance egucation. Youdl also 7ing comvrehenside in7ormation ang volicyholger resources at RRR.citizens7a.com.

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|---|---|
| From | DoNotReply@citizensfla.com |
| To | mcookery@hotmail.com |
| Subject | Your Citizens Policy 02193693 Is Set to DeneR |
| wate Sent | 2 Oct 2021 0983: 84: PA |
| Mttachments | |

Ex. A-183

1400 NW 113TH TED
A IMA I, FL 33167

Thank you por reneRind your coverade Rith Citizens Progerty Insurance Corgoration. Citizens is committef to grovif ind the hidhest level opservice to our customers. Check your reneRal golicy Rhen it arrives in the mail to be sure it incluf es any ugf ates to recent lipe events or grogerty chandes, such as home af f itions or ugdraf es, other namef insuref s, mortdadee chandes anf contact inpormation ugf ates. The polloRind quick tigs Rill helg you make the most opyour Citizens golicy.

## Register for myPolicy

Ipyou haven't alreaf y f one so, redister por myPolicy to vieR your golicy, billind inpormation, ugf ate contact inpormation, submit a claim, anf to make gayments unf er certain conf itions.

## Call Citizens First

Callind Citizens or your adent as soon as you become aRare opor susgect any f amade anf bepore bedinnind any emerdency or germanent regairs guts you in control opyour claim. You can regort a claim even ipyou f on't knoR the pull eQtent opf amade. Loss regortind anf regair requirements may appect coverade por emerdency anf germanent regairs.

Suf f en Rater f amade- Water is a leaf ind cause opf amade in regortef grogerty loss claims throudhout Florif a. Emerdency Rater removal services are *free* anf available 24x7 por qualipef customers.

Citizens' A anadef Degair Prodram can make the regair grocess easier by connectind elidible customers Rith a local netRork opqualipef , licensef service comganies polloRind a coveref loss. Satispaction is duaranteef anf all germanent regairs unf er this grodram are Rarrantief by your service grovif er.

**Report Your Claim 24/7**
Phone8: 66.411.2742
Online8myPolicy

## Stop Assignment of Benefits Abuse

Learn about assidnment opbenepits ?MO/ 5anf hoR to grotect yourselppom MO/ abuse at our MO/ Rebgade.

## We're Here to Help!

**Contact Your Agent**

( MNICE BLOCBO
janice.klocko@citizensfla.com
CITI) ENS INSJ DMNCE SEDKICES
P.O. / OZ 19769
( MCBSONKILLE, FL 3224U
: 6624093U3

**Contact Citizens**

Phone8 Citizens Customer Care V : 66.411.2742 (A XF, : a.m.XU830 g.m. ET5
Email8 Contact J s
Online8 RRR.citizensfla.com anf FM– s

## Citizens is Social!

Finf Citizens on Facebook anf TRitter por storm gregaref ness tigs, Citizens neRs anf insurance ef ucation. You'll also pinf comgrehensive inpormation anf golicyholf er resources at RRR.citizensfla.com.

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | mcookery@hotmail.com |
| Subject | Your Citizens Policy 02193693 Is Set to Renew |
| Date Sent | 2 Oct 2022 07:55:53 AM |
| Attachments | |

Ex. A-185

1400 NW 113TH TER
MIAMI, FL 33167

Thank you for renewing your coverage with Citizens Property Insurance Corporation. Citizens is committed to providing the highest level of service to our customers. Check your renewal policy to be sure it includes any updates to recent life events or property changes, such as home additions or upgrades, other named insureds, mortgagee changes and contact information updates. The following quick tips will help you make the most of your Citizens policy.

## Register for myPolicy

If you haven't already done so, register for myPolicy to view your policy and billing information, and to make payments under certain conditions. Qualified customers also can make a one-time payment through www.citizensfla.com without registering for myPolicy.

## Call Citizens First

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Sudden water damage? Water is a leading cause of damage in reported property loss claims throughout Florida. Emergency water removal services are **free** and available 24/7 for qualified customers.

Citizens' Managed Repair Program can make the repair process easier by connecting eligible customers with a local network of qualified, licensed service companies following a covered loss. Satisfaction is guaranteed and all permanent repairs under this program are warrantied.

**Report a Claim 866.411.2742**
Available 24/7/365

## Stop Assignment of Benefits Abuse

Learn about assignment of benefits (AOB) and how to protect yourself from AOB abuse at our AOB webpage.

## We're Here to Help!

- Contact your agent at:

  JANICE KLOCKO
  janice.klocko@citizensfla.com
  CITIZENS INSURANCE SERVICES
  P.O. BOX 19769
  JACKSONVILLE, FL 32245
  8662409353

- Call the Citizens Customer Care Center at 866.411.2742 any weekday, 8 a.m.-5:30 p.m. ET.
- Use the Contact Us page on our website.
- Visit our website for a wealth of resources and use our FAQ Search.

## Citizens is Social!

Find Citizens on Facebook and Twitter for storm preparedness tips, Citizens news and insurance education. You'll also find comprehensive information and policyholder resources at www.citizensfla.com.

This email is not spam. You received this email because you are a Citizens policyholder, and we want to convey important information about your policy. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. Citizens does not use or share your personal information for marketing purposes. For more details, please see the Privacy Policy on the Citizens website.

**Citizens Property Insurance Corporation**
www.citizensfla.com
myPolicy
Report claims, view claim and policy status, and make payments 24/7/365

**866.411.2742**
Report a claim 24/7/365 or
Get specific policy information weekdays from 8:00 a.m. to 5:30 p.m. ET

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | bloallen@bellsouth.net |
| Subject | Your Citizens Policy 02193693 Is Set to Renew |
| Date Sent | 2 Oct 2023 07:44:04 AM |
| Attachments | |

Ex. A-187

1400 NW 113TH TER
MIAMI, FL 33167

Thank you for renewing your coverage with Citizens Property Insurance Corporation. Citizens is committed to providing the highest level of service to our customers. Check your renewal policy to be sure it includes any updates to recent life events or property changes, such as home additions or upgrades, other named insureds, mortgagee changes and contact information updates. The following quick tips will help you make the most of your Citizens policy.

**Policyholder Assessments**: Citizens policyholders can be required to pay an assessment on their policy premium if Citizens does not have the resources to pay claims following a major hurricane or series of storms. This assessment, which would be imposed only if significant losses are incurred by Citizens, could be significant. The Acknowledgement of Potential Surcharge and Assessment Liability included with your policy outlines your assessment potential. Private-market policyholders can be subject to pay a much lower assessment amount. Follow this link to calculate the potential true cost of your Citizens policy.

## Register for myPolicy - Go Paperless

Citizens offers an online, self-service, policy management tool called myPolicy.If you haven't already done so, register for myPolicy and from there you can choose to Go Paperless with your policy documents, view claims and billing information, make payments, and report a claim online.

## Contact Citizens First

Contact Citizens or your agent as soon as you become aware of or suspect any damage and before beginning any emergency or permanent repairs puts you in control of your claim. You can report a claim even if you don't know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs.

Sudden water damage? Water is a leading cause of damage in reported property loss claims throughout Florida. Emergency water removal services are **free** and available 24/7 for qualified customers.

Citizens' Managed Repair Program can make the repair process easier by connecting eligible customers with a local network of qualified, licensed service companies following a covered loss. Satisfaction is guaranteed and all permanent repairs under this program are warrantied.

**Report a Claim: myPolicy or 866.411.2742**
Available 24/7/365

## We're Here to Help!

- Contact your agent at:

  JANICE KLOCKO
  cis.agency@citizensfla.com
  CITIZENS INSURANCE SERVICES
  P.O. BOX 19769
  JACKSONVILLE, FL 32245
  8662409353

- Contact the Citizens Customer Care Center at 866.411.2742 any weekday, 8 a.m.-5:30 p.m. ET.
- Use the Contact Us page on our website.
- Visit our website for a wealth of resources and use our FAQ Search.

## Citizens is Social!

Find Citizens on Facebook and Twitter for storm preparedness tips, Citizens news and insurance education.

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Do not reply to this email. If you have a question about this email or your policy, contact your agent or use our Contact Us form.

This email is not spam. You received this email because you are a Citizens policyholder, and we want to convey important information about your policy. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. Citizens does not use or share your personal information for marketing purposes. For more details, please see the Privacy Policy on the Citizens website.

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | bloallen@bellsouth.net |
| Subject | Your Citizens Policy 02193693 Is Set to Renew |
| Date Sent | 2 Oct 2027 0: 4 0 6 4 1 7 AM |
| Attachments | |

Ex. A-189

1700 NW 113TH TER
MIAMI, FL 3316:

Thank you for renewing your coverage with Citizens Property Insurance Corporation. Citizens is committed to providing the highest level of service to our customers. Check your renewal policy to be sure it includes any updates to recent life events or property changes, such as home additions or upgrades, other named insureds, mortgagee changes and contact information updates. The following quick tips will help you make the most of your Citizens policy.

**Policyholder Assessments**4Citizens policyholders can be required to pay an assessment on their policy premium if Citizens does not have the resources to pay claims following a major hurricane or series of storms. This assessment, which would be imposed only if significant losses are incurred by Citizens, could be significant. The Acknowledgement of Potential Surcharge and Assessment Liability included with your policy outlines your assessment potential. Private-market policyholders can be subject to pay a much lower assessment amount. Follow this link to calculate the potential true cost of your Citizens policy.

## Register for myPolicy - Go Paperless

Citizens offers an online, self-service, policy management tool called myPolicy.If you haven't already done so, register for myPolicy and from there you can choose to Go Paperless with your policy documents, view claims and billing information, make payments, and report a claim online.

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Contact Citizens or your agent as soon as you become aware of or suspect any damage and before beginning any emergency or permanent repairs puts you in control of your claim. You can report a claim even if you don't know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs.

Sudden water damage? Water is a leading cause of damage in reported property loss claims throughout Florida. Emergency water removal services are **free** and available 27/:  for qualified customers.

Citizens' Managed Repair Program can make the repair process easier by connecting eligible customers with a local network of qualified, licensed service companies following a covered loss. Satisfaction is guaranteed and all permanent repairs under this program are warrantied.

**Report a Claim: myPolicy or 866.411.2742**
Available 27/: /365

## We're Here to Help!

- Contact your agent at4

  JANICE KLOCKO
  cis.agency@citizensfla.com
  CITIZENS INSURANCE SERVICES
  PO BOX 19: 69
  JACKSONVILLE, FL 32275
  8662709353

- Contact the Citizens Customer Care Center at 866.711.2: 72 any weekday, 8 a.m.-5430 p.m. ET.

- Use the Contact Us page on our website.

- Visit our website for a wealth of resources and use our FAQ Search.

## Citizens is Social!

Find Citizens on Facebook and Twitter for storm preparedness tips, Citizens news and insurance education.

---

Do not reply to this email. If you have a question about this email or your policy, contact your agent or use our Contact Us form.

This email is not spam. You received this email because you are a Citizens policyholder, and we want to convey important information about your policy. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. Citizens does not use or share your personal information for marketing purposes. For more details, please see the Privacy Policy on the Citizens website.

| | |
|---|---|
| From | DoNotReply@citizensfla.com |
| To | mcookery@hotmail.com |
| Subject | Your Citizens Policy 02193693 Has Been Issued |
| Date Sent | 1 Dec 2016 09:29:27 AM |
| Attachments | |

# Policyholder Email

CITIZENS

## Your Citizens Policy Has Been Issued
## Now It's Time To Register for Manage myPolicy!

You will receive your policy soon at your policy mailing address. When it arrives, please review it carefully, and contact your agent with any questions or concerns. Your agent and agency contact information is:

ERIK RODRIGUEZ
ALL FLORIDA ASSURANCE GROUP, INC.
15325 NW 60 AVENUE 101
MIAMI LAKES, FL 33014
305-456-9988
erodriguez@univistainsurance.com

For your convenience, you also can access your policy details anytime through Manage myPolicy, our online policy-information system located at www.citizensfla.com. Once you register for Manage myPolicy you can:

- Pay your premium online *(certain restrictions may apply)*
- View your policy and billing information
- Contact your agent via email

To register with Manage myPolicy, you will need your policy number, and Citizens must have your current email address and phone numbers on file. Before beginning the registration process, contact your agent if you need to update that information.

Thank you.

Citizens Property Insurance Corporation

This e-mail is not spam. Citizens Property Insurance Corporation communicates by email. This message contains information intended only for the individual. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately if you have received this email in error and delete it from your system. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of email transmission. If further assistance is required, contact the Customer Care Center toll free at 888.685.1555.

**Citizens Property Insurance Corporation**
**www.citizensfla.com**

~02193693*331671*0**00~

CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE FL 32245



Stainton Williams
1400 NW 113TH TER
MIAMI FL 33167

**Policy Number: 02193693**
1400 NW 113TH TER
MIAMI, FL 33167

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
*www.citizensfla.com*
866.411.2742

## Important Policy Coverage Information

Your policy now includes specific requirements that may affect payment for emergency and permanent repairs of water damage not caused by weather. These requirements make it even more important to *Call Citizens First* as soon as you become aware of or suspect damage to your property.

- **Coverage Limit for Water Losses not Caused by Weather** - If you choose *not* to take advantage of our Managed Repair Contractor Network program for covered damage resulting from the accidental discharge of water or steam, your policy has a **$10,000 coverage limit**. This limit includes up to $3,000 for water mitigation services.

- **Reasonable Emergency Measures** - After a covered loss, your policy requires that you take reasonable emergency measures to protect your property from further damage. Emergency measures include only what is reasonable and necessary to secure your home and prevent further damage.

  Citizens provides ***free*** Emergency Water Removal Services for customers who have incurred damages due to the accidental discharge of water or steam. If you choose not to use this program, coverage for emergency water mitigation services is limited to $3,000. If the $3,000 limit is exhausted, additional water mitigation services may be available through Citizens' ***free*** Emergency Water Removal Services.

  There are many kinds of emergency measures that can be taken after a loss and may apply after reporting a claim. For the purposes of this program, only water mitigation services are limited.

- **Loss Inspection** - To ensure that Citizens has the opportunity to inspect the damage and confirm coverage, your policy restricts when you can begin permanent repairs. There may be no coverage for permanent repairs that begin before the earlier of:
  - 72 hours after the loss is reported to Citizens
  - Loss is inspected by Citizens
  - Verbal or written approval is provided by Citizens

## Emergency and Permanent Repairs

Damage to your home can happen anytime – rain or shine. When it does, you want fast, personal and professional service to protect and restore your most valuable asset. Citizens is committed to providing customer-focused service to you in your time of need.

## Sudden water damage?

Water is a leading cause of damage in reported property-loss claims throughout Florida. Citizens has two programs available to help you on the road to recovery when your home has water damage caused by accidental discharge or overflow of water or steam from plumbing, heating, air conditioning, automatic fire-protective sprinkler systems or household appliances. Your Citizens representative will be here to answer your questions and guide you through the process, from start to finish.

### Citizens Is Social!

Find Citizens on Facebook under *Citizens Property Insurance Corporation* and on Twitter *@citizens_fla* for storm preparedness tips, Citizens news and insurance education. You'll also find comprehensive information and policyholder resources at *www.citizensfla.com*.

### We're Here to Help

Call Citizens at 866.411.2742 or online at *www.citizensfla.com/contactus*.

- **Free Emergency Water Removal Services Program**
  Swift action to protect your home from further damage is crucial following a water loss. Citizens offers ***free*** water removal and drying services following eligible water losses. When you report your claim, we will determine whether you're eligible for this valuable benefit. Your policy deductible does not apply for this completely free service.

- **Managed Repair Contractor Network Program**
  Citizens has a network of approved contractors who can make permanent repairs to your home for covered damages. Eligible policyholders work with local contractors who are vetted, licensed, insured and agree to comply with Citizens' established service protocols. Any approved work is guaranteed for three years. Your policy deductible applies for the covered permanent repairs.

### Call Citizens First

Calling Citizens or your agent as soon as you become aware of or suspect any damage and before beginning any emergency or permanent repairs puts you in control of your claim. You can report a claim even before you know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs. Citizens will work with you to make sure any covered damage is repaired quickly and correctly. Learn more at *www.citizensfla.com/call-citizens-first*.

**866.411.2742**
***www.citizensfla.com/mypolicy***
Available 24/7/365

### Register for myPolicy

Citizens offers an online, self-service, policy management tool called myPolicy. Register for myPolicy at *www.citizensfla.com/mypolicy* to view policy details, billing information, make payments and report a claim online.

### Stop Assignment of Benefits (AOB) Abuse

When you sign an AOB contract, you give up the right to manage your claim and ensure it is resolved timely and to your complete satisfaction. Learn about AOB and how to protect yourself from AOB abuse at *www.citizensfla.com/aob*.

### We're Here to Help!

**Contact Your Agent**
866.240.9353

**Contact Citizens**
Phone: Citizens Customer Care – 866.411.2742 (M-F, 8 a.m.-5:30 p.m. ET)
Online: *www.citizensfla.com/contactus*

Ex. A-196

ERIK RODRIGUEZ
ALL FLORIDA ASSURANCE GROUP, INC.
15325 NW 60 AVENUE 101
MIAMI LAKES, FL 33014

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Date of Notice: August 24, 2017

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

Policy Number: 02193693

**Important Information about Your Upcoming Policy Renewal**

Dear Stainton Williams:

Your Citizens policy is due to renew in approximately 90 days. As your renewal period approaches, Citizens would like to make you aware of several important factors that may affect your policy renewal.

**Property Insurance Clearinghouse:** In compliance with Florida law, Citizens uses its Property Insurance Clearinghouse to determine whether private-market coverage is available for certain renewal policy types. If your policy is impacted and the clearinghouse identifies a private-market company willing to offer you comparable coverage with a premium equal to or less than your Citizens premium, your Citizens policy will be nonrenewed, and you will receive information about any private-market offers available to you through the clearinghouse. If you receive a nonrenewal notice, contact your agent immediately to discuss your coverage options. Learn more about the clearinghouse and impacted policy types at https://www.citizensfla.com/web/public/clearinghouse.

**Renewal Terms and Conditions:** If your policy meets Citizens' renewal criteria, you will receive your renewal offer approximately 50 days before your policy's expiration date. Review this information carefully. Any changes made to your policy terms, coverage, duties or conditions will be outlined in a *Notice of Change in Policy Terms*, which will be included with your renewal documents.

**Policyholder Assessments:** Citizens policyholders can be required to pay an assessment on their policy premium if Citizens does not have the resources to pay claims following a major hurricane or series of storms. This assessment, which would imposed only if significant losses are incurred by Citizens, could be significant. *The Acknowledgement of Potential Surcharge and Assessment Liability* included with your policy outlines your assessment potential. Private-market policyholders can be subject to pay a much lower assessment amount. Calculate the potential true cost of your Citizens policy at https://www.citizensfla.com/web/public/assessments.

In addition to reducing your assessment potential dramatically, private-market coverage also may offer more comprehensive coverage and personalized options than are available through Citizens. Contact your agent if you have questions about your renewal or to learn whether you are eligible to receive the benefits of private-market coverage. Additional information about private companies writing coverage in your area is available from the Florida Market Assistance Plan (FMAP) at *www.fmap.org* or 800.524.9023.

This notice is provided as a courtesy and may not be provided with future renewals.

Ex. A-197

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

Date of Notice: August 24, 2018

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

Policy Number: 02193693

**Important Information about Your Upcoming Policy Renewal**

Dear Stainton Williams:

Your Citizens policy is due to renew in approximately 90 days. As your renewal period approaches, Citizens would like to make you aware of several important factors that may affect your policy renewal.

**Property Insurance Clearinghouse:** In compliance with Florida law, Citizens uses its Property Insurance Clearinghouse to determine whether private-market coverage is available for certain renewal policy types. If your policy is impacted and the clearinghouse identifies a private-market company willing to offer you comparable coverage with a premium equal to or less than your Citizens premium, your Citizens policy will be nonrenewed, and you will receive information about any private-market offers available to you through the clearinghouse. If you receive a nonrenewal notice, contact your agent immediately to discuss your coverage options. Learn more about the clearinghouse and impacted policy types at https://www.citizensfla.com/web/public/clearinghouse.

**Renewal Terms and Conditions:** If your policy meets Citizens' renewal criteria, you will receive your renewal offer approximately 50 days before your policy's expiration date. Review this information carefully. Any changes made to your policy terms, coverage, duties or conditions will be outlined in a *Notice of Change in Policy Terms*, which will be included with your renewal documents.

**Policyholder Assessments:** Citizens policyholders can be required to pay an assessment on their policy premium if Citizens does not have the resources to pay claims following a major hurricane or series of storms. This assessment, which would imposed only if significant losses are incurred by Citizens, could be significant. *The Acknowledgement of Potential Surcharge and Assessment Liability* included with your policy outlines your assessment potential. Private-market policyholders can be subject to pay a much lower assessment amount. Calculate the potential true cost of your Citizens policy at https://www.citizensfla.com/web/public/assessments.

In addition to reducing your assessment potential dramatically, private-market coverage also may offer more comprehensive coverage and personalized options than are available through Citizens. Contact your agent if you have questions about your renewal or to learn whether you are eligible to receive the benefits of private-market coverage. Additional information about private companies writing coverage in your area is available from the Florida Market Assistance Plan (FMAP) at *www.fmap.org* or 800.524.9023.

This notice is provided as a courtesy and may not be provided with future renewals.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

Ex. A-198

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
8 8 8 .citiwensfla.coz

Date of Notice: August 24, 2019

Location of Resimence Pdez ises:
1400 NW 113Tr TER
HIAHI, FL 33167

STAINTON WILLIAHS
1400 NW 113Tr TER
HIAHI, FL 33167

Policy Nuz Med 02193693

**Important Information about Your Upcoming Policy Renewal**

DeadStainton Williaz s:

boudCitiwens Yolicy is mue to dene8 in aYYdopiz ately 90 mays. As youddene8 al YedomaYYdobacxes, Citiwens 8 oulmlike to z ake you a8 ade of sevedal iz Yodtant factods txat z ay affect youdYolicy dene8 al.

**Property Insurance Clearinghouse:** In coz Yliance 8 itx Flodma la8 , Citiwens uses its PdbYedy Insudance Cleadngxouse to metedz ine 8 xetxedYdvatehz acket covedage is availaMe fodcedain dene8 al Yolicy tyYes. If youdYolicy is iz Yactemanmtxe cleadngxouse imentifies a Ydvatehz acket coz Yany 8 illing to offed you coz YadaMe covedage 8 itx a Ydez iuz e- ual to odless txan youdCitiwens Ydez iuz , youdCitiwens Yolicy 8 ill Me nondene8 em, anmyou 8 ill deceive infodz ation aMout any Ydvatehz acket offeds availaMe to you txdougx txe cleadngxouse. If you deceive a nondene8 al notice, contact youdagent iz z emiately to miscuss youdcovedage oYtions. Leach z ode aMout txe cleadngxouse anmiz YactemYolicy tyYes at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqcleadngxouse.

**Renewal Terms and Conditions:** If youdYolicy z eets Citiwens/ dene8 al cdteda, you 8 ill deceive youd dene8 al offedaYYdopiz ately 50 mays Mefode youdYolicy/s epYidation mate. Revie8 txis infodz ation cadefully. Any cxanges z ame to youdYolicy tedz s, covedage, muties odconmitions 8 ill Me outlinemin a *Notice of Change in Policy Terms*, 8 xicx 8 ill Me inclumem8 itx youddene8 al mocuz ents.

**Policyholder Assessments:** Citiwens Yolicyxolmeds can Me de- uidemto Yay an assessz ent on txeidYolicy Ydez iuz if Citiwens moes not xave txe desoudces to Yay claiz s follo8 ing a z a'odxuddcane odsedes of stodz s. Txis assessz ent, 8 xicx 8 oulmiz Yosemonly if significant losses ade incuddemMy Citiwens, coulmMe significant. *The Acknowledgement of Potential Surcharge and Assessment Liability* inclumem 8 itx youdYolicy outlines youdassessz ent Yotential. Pdvatehz acket Yolicyxolmeds can Me suMect to Yay a z ucx lo8 edassessz ent az ount. Calculate txe Yotential tdue cost of youdCitiwens Yolicy at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqassessz ents.

In ammition to demucing youdassessz ent Yotential mdaz atically, Ydvatehz acket covedage also z ay offed z ode coz Ydexensive covedage anmYedsonaliwemoYtions txan ade availaMe txdougx Citiwens. Contact youdagent if you xave - uestions aMout youddene8 al odto leach 8 xetxedyou ade eligiMe to deceive txe Menefits of Ydvatehz acket covedage. Ammitional infodz ation aMout Ydvate coz Yanies 8 dting covedage in youdadea is availaMe fodz txe Flodma H acket Assistance Plan jFHAP( at *www.fmap.org* od) 00.524.9023.

Txis notice is Ydbvimemas a coudesy anmz ay not Me Ydbvimem8 itx futude dene8 als.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

Ex. A-199

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
8 8 8 .citiwensfla.coz

Date of Notice: August 24, 2020

Location of Resimence Pdez ises:
1400 NW 113Tr TER
HIAHI, FL 33167

STAINTON WILLIAHS
1400 NW 113Tr TER
HIAHI, FL 33167

Policy Nuz Med 02193693

**Important Information about Your Upcoming Policy Renewal**

DeadStainton Williaz s:

boudCitiwens Yolicy is mue to dene8 in aYYdopiz ately 90 mays. As youddene8 al YedomaYYdobacxes, Citiwens 8 oulmlike to z ake you a8 ade of sevedal iz Yodtant factods txat z ay affect youdYolicy dene8 al.

**Property Insurance Clearinghouse:** In coz Yliance 8 itx Flodma la8 , Citiwens uses its PdbYedy Insudance Cleadngxouse to metedz ine 8 xetxedYdvatehz acket covedage is availaMe fodcedtain dene8 al Yolicy tyYes. If youdYolicy is iz Yactemanmtxe cleadngxouse imentifies a Ydvatehz acket coz Yany 8 illing to offed you coz YadaMe covedage 8 itx a Ydez iuz e- ual to odless txan youdCitiwens Ydez iuz , youdCitiwens Yolicy 8 ill Me nondene8 em, anmyou 8 ill deceive infodz ation aMout any Ydvatehz acket offeds availaMe to you txdougx txe cleadngxouse. If you deceive a nondene8 al notice, contact youdagent iz z emiately to miscuss youdcovedage oYtions. Leach z ode aMout txe cleadngxouse anmiz YactemYolicy tyYes at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqcleadngxouse.

**Renewal Terms and Conditions:** If youdYolicy z eets Citiwens/ dene8 al cdteda, you 8 ill deceive youd dene8 al offedaYYdopiz ately 50 mays Mefode youdYolicy/s epYidation mate. Revie8 txis infodz ation cadefully. Any cxanges z ame to youdYolicy tedz s, covedage, muties odconmitions 8 ill Me outlinemin a *Notice of Change in Policy Terms*, 8 xicx 8 ill Me inclumem8 itx youddene8 al mocuz ents.

**Policyholder Assessments:** Citiwens Yolicyxolmeds can Me de- uidemto Yay an assessz ent on txeidYolicy Ydez iuz if Citiwens moes not xave txe desoudces to Yay claiz s follo8 ing a z a'odxuddcane odsedes of stodz s. Txis assessz ent, 8 xicx 8 oulmiz Yosemonly if significant losses ade incuddemMy Citiwens, coulmMe significant. *The Acknowledgement of Potential Surcharge and Assessment Liability* inclumem 8 itx youdYolicy outlines youdassessz ent Yotential. Pdvatehz acket Yolicyxolmeds can Me suMect to Yay a z ucx lo8 edassessz ent az ount. Calculate txe Yotential tdue cost of youdCitiwens Yolicy at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqassessz ents.

In ammition to demucing youdassessz ent Yotential mdaz atically, Ydvatehz acket covedage also z ay offed z ode coz Ydexensive covedage anmYedsonaliwemoYtions txan ade availaMe txdougx Citiwens. Contact youdagent if you xave - uestions aMout youddene8 al odto leach 8 xetxedyou ade eligiMe to deceive txe Menefits of Ydvatehz acket covedage. Ammitional infodz ation aMout Ydvate coz Yanies 8 dting covedage in youdadea is availaMe fodz txe Flodma Hacket Assistance Plan jFHAP( at *www.fmap.org* od) 00.524.9023.

Txis notice is Ydbvimemas a coudesy anmz ay not Me Ydbvimem8 itx futude dene8 als.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

**Ex. A-200**

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
8 8 8 .citiwensfla.coz

Date of Notice: August 24, 2021

Location of Resimence Pdez ises:
1400 NW 113Tr TER
HIAHI, FL 33167

STAINTON WILLIAHS
1400 NW 113Tr TER
HIAHI, FL 33167

Policy Nuz Med 02193693

**Important Information about Your Upcoming Policy Renewal**

DeadStainton Williaz s:

boudCitiwens Yolicy is mue to dene8 in aYYdopiz ately 90 mays. As youddene8 al YedomaYYdobacxes, Citiwens 8 oulmlike to z ake you a8 ade of sevedal iz Yodtant factods txat z ay affect youdYolicy dene8 al.

**Property Insurance Clearinghouse:** In coz Yliance 8 itx Flodma la8 , Citiwens uses its PdbYedy Insudance Cleadngxouse to metedz ine 8 xetxedYdvatehz acket covedage is availaMe fodcedtain dene8 al Yolicy tyYes. If youdYolicy is iz Yactemanmtxe cleadngxouse imentifies a Ydvatehz acket coz Yany 8 illing to offed you coz YadaMe covedage 8 itx a Ydez iuz e- ual to odless txan youdCitiwens Ydez iuz , youdCitiwens Yolicy 8 ill Me nondene8 em, anmyou 8 ill deceive infodz ation aMout any Ydvatehz acket offeds availaMe to you txdougx txe cleadngxouse. If you deceive a nondene8 al notice, contact youdagent iz z emiately to miscuss youdcovedage oYtions. Leach z ode aMout txe cleadngxouse anmiz YactemYolicy tyYes at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqcleadngxouse.

**Renewal Terms and Conditions:** If youdYolicy z eets Citiwens/ dene8 al cdteda, you 8 ill deceive youd dene8 al offedaYYdopiz ately 50 mays Mefode youdYolicy/s epYidation mate. Revie8 txis infodz ation cadefully. Any cxanges z ame to youdYolicy tedz s, covedage, muties odconmitions 8 ill Me outlinemin a *Notice of Change in Policy Terms*, 8 xicx 8 ill Me inclumem8 itx youddene8 al mocuz ents.

**Policyholder Assessments:** Citiwens Yolicyxolmeds can Me de- uidemto Yay an assessz ent on txeidYolicy Ydez iuz if Citiwens moes not xave txe desoudces to Yay claiz s follo8 ing a z a'odxuddcane odsedes of stodz s. Txis assessz ent, 8 xicx 8 oulmiz Yosemonly if significant losses ade incuddemMy Citiwens, coulmMe significant. *The Acknowledgement of Potential Surcharge and Assessment Liability* inclumem 8 itx youdYolicy outlines youdassessz ent Yotential. Pdvatehz acket Yolicyxolmeds can Me suMect to Yay a z ucx lo8 edassessz ent az ount. Calculate txe Yotential tdue cost of youdCitiwens Yolicy at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqassessz ents.

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Txis notice is Ydbvimemas a coudesy anmz ay not Me Ydbvimem8 itx futude dene8 als.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

**Ex. A-201**

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
8 8 8 .citiwensfla.coz

Date of Notice: August 24, 2022

Location of Resimence Pdez ises:
1400 NW 113Tr TER
HIAHI, FL 33167

STAINTON WILLIAHS
1400 NW 113Tr TER
HIAHI, FL 33167

Policy Nuz Med 02193693

**Important Information about Your Upcoming Policy Renewal**

DeadStainton Williaz s:

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**Property Insurance Clearinghouse:** In coz Yliance 8 itx Flodma la8 , Citiwens uses its PdbYedy Insudance Cleadngxouse to metedz ine 8 xetxedYdvatehz acket covedage is availaMe fodcedtain dene8 al Yolicy tyYes. If youdYolicy is iz Yactemanmtxe cleadngxouse imentifies a Ydvatehz acket coz Yany 8 illing to offed you coz YadaMe covedage 8 itx a Ydez iuz e- ual to odless txan youdCitiwens Ydez iuz , youdCitiwens Yolicy 8 ill Me nondene8 em, anmyou 8 ill deceive infodz ation aMout any Ydvatehz acket offeds availaMe to you txdougx txe cleadngxouse. If you deceive a nondene8 al notice, contact youdagent iz z emiately to miscuss youdcovedage oYtions. Leach z ode aMout txe cleadngxouse anmiz YactemYolicy tyYes at xttYs:qq 8 8 8 .citiwensfla.coz q8 eMqYuMicqcleadngxouse.

**Renewal Terms and Conditions:** If youdYolicy z eets Citiwens/ dene8 al cdteda, you 8 ill deceive youd dene8 al offedaYYdopiz ately 50 mays Mefode youdYolicy/s epYidation mate. Revie8 txis infodz ation cadefully. Any cxanges z ame to youdYolicy tedz s, covedage, muties odconmitions 8 ill Me outlinemin a *Notice of Change in Policy Terms*, 8 xicx 8 ill Me inclumem8 itx youddene8 al mocuz ents.

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Txis notice is Ydbvimemas a coudesy anmz ay not Me Ydbvimem8 itx futude dene8 als.

Ex. A-202

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

CITIZENS
PROPERTY INSURANCE CORPORATION

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

Date of Notice: August 25, 2024

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167-3628

Policy Number: 02193693

**Important Notice Regarding Your Upcoming Policy Renewal**

Dear Stainton Williams:

Your Citizens policy is due to renew in approximately 90 days. As your renewal period approaches, Citizens would like to make you aware of several important factors that may affect your policy renewal.

**Property Insurance Clearinghouse:** In compliance with Florida law, Citizens uses its Property Insurance Clearinghouse to determine whether private-market coverage is available for certain renewal policy types. If your policy is impacted and the clearinghouse identifies a private-market company willing to offer you comparable coverage with an estimated renewal premium that is not more than 20% greater than your Citizens renewal premium, your Citizens policy will be nonrenewed, and you will receive information about any private-market offers available to you through the clearinghouse. If you receive a nonrenewal notice, contact your agent immediately to discuss your coverage options. Learn more about the clearinghouse and impacted policy types at *https://www.citizensfla.com/web/public/clearinghouse*.

**Renewal Terms and Conditions:** If your policy meets Citizens' renewal criteria, you will receive your renewal offer approximately 50 days before your policy's expiration date. Review this information carefully. Any changes made to your policy terms, coverage, duties or conditions will be outlined in a *Notice of Change in Policy Terms*, which will be included with your renewal documents.

**Policyholder Assessments:** Citizens policyholders can be required to pay an assessment on their policy premium if Citizens does not have the resources to pay claims following a major hurricane or series of storms. This assessment, which would be imposed only if significant losses are incurred by Citizens, could be substantial. The Acknowledgement of Potential Surcharge and Assessment Liability included with your policy outlines your assessment potential. Private-market policyholders can be subject to pay a much lower assessment amount. Calculate the potential true cost of your Citizens policy at www.citizensfla.com/assessments.

In addition to reducing your assessment potential dramatically, private-market coverage also may offer more comprehensive coverage and personalized options than are available through Citizens. Contact your agent if you have questions about your renewal or to learn whether you are eligible to receive the benefits of private-market coverage. Additional information about private companies writing coverage in your area is available from the Florida Market Assistance Plan (FMAP) at *www.fmap.org*.

This notice is provided as a courtesy and may not be provided with future renewals.

ERIK RODRIGUEZ
ALL FLORIDA ASSURANCE GROUP, INC.
15325 NW 60 AVENUE 101
MIAMI LAKES, FL 33014

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

Date of Notice: December 29, 2016

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

Policy Number: 02193693
First Named Insured: Stainton Williams

**NOTICE OF REINSTATEMENT**
**EFFECTIVE December 26, 2016 12:01 A.M. EASTERN TIME**

Policy 02193693 has been reinstated with no lapse in coverage. This notice serves as your record of Citizens Property Insurance Corporation's reinstatement of the policy.

Please contact your agent if you have any questions.

ERIK RODRIGUEZ
ALL FLORIDA ASSURANCE GROUP, INC.
15325 NW 60 AVENUE 101
MIAMI LAKES, FL 33014
305-456-9988

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Date of Notice: December 8, 2023

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167-3628

Policy Number: 02193693
First Named Insured: Stainton Williams

**WITHDRAWAL OF NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM EFFECTIVE November 22, 2023 12:01 A.M. EASTERN TIME**

Citizens Property Insurance Corporation ("Citizens") recently sent you a Notice of Cancellation for Nonpayment of Premium. **Please be advised that the Notice of Cancellation has been withdrawn and that policy number 02193693 remains in effect with no lapse in coverage.**

If this withdrawal of cancellation is due to the receipt of your payment of the required premium on policy 02193693, thank you.

If this withdrawal of cancellation is for another reason, such as in response to an Emergency Order issued by the Office of Insurance Regulation after a hurricane, you soon will receive a letter from Citizens explaining the reason for the withdrawal of cancellation and other important information.

Please contact your agent if you have any questions.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245
866-240-9353

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245

301 W Bay St
Jacksonville FL 32202
www.citizensfla.com

Date of Notice: December 19, 2022

Location of Residence Premises:
1400 NW 113TH TER
MIAMI, FL 33167

STAINTON WILLIAMS
1400 NW 113TH TER
MIAMI, FL 33167

Policy N( mber: 02193693
First Named Ins( red: Stainton Williams

**WITHDRAWAL OF NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM EFFECTIVE December 28, 2022 12:01 A.M. EASTERN TIME**

Citizens Prouerty Ins( rance Coruoration -)Citizens“precently sent yo( a Notice of Cancellation for Nonuayment of Premi( m. **Please be advised that the Notice of Cancellation has been withdrawn and that policy number 02193693 remains in effect with no lapse in coverage.**

If t” is wit” drawal of cancellation is d( e to t” e receiut of yo( r uayment of t” e reh( ired uremi( m on uolicy 02193693, t” ank yo( .

If t” is wit” drawal of cancellation is for anot” er reason, s( c” as in resuonse to an Emerqency Order iss( ed by t” e Office of Ins( rance Req( lation after a ” ( rricane, yo( soon will receive a letter from Citizens egulaininq t” e reason for t” e wit” drawal of cancellation and ot” er imuortant information.

Please contact yo( r aqent if yo( ” ave any h( estions.

JANICE KLOCKO
CITIZENS INSURANCE SERVICES
P.O. BOX 19769
JACKSONVILLE, FL 32245
866x240x9353

**4 Point Inspection**

STAINTON & ESMIE WILLIAMS
1400 NW 113 TER MIAMI, FL 33167

***PREPARED BY:***
***Elite Group Solutions LLC***
***Danny James Cagua***
***Home Inspector***
***LIC#HI9141***
***1756 N Bayshore Drive #20A Miami, FL 33132***
***Phone (305)456-0858***
***Email:Danny212006@aol.com***

10/18/2016

Elite Group Solutions LLC

# 4-Point Inspection – Personal Lines

**(Edition 9/2012)**

INSURED/APPLICANT NAME: STAINTON & ESMIE WILLIAMS  APPLICATION / POLICY #: _____

ADDRESS INSPECTED: 1400 NW 113 TER MIAMI, FL 33167

ACTUAL YEAR BUILT: 1954  DATE INSPECTED: 10/18/2016

***Minimum Photo Requirement:***

- ☑ Front elevation ☑ Rear elevation
- ☑ Main Electrical Service Panel with interior door label
- ☑ HVAC heating systems equipment (with dated manufacturer's plate)
- ☐ *ALL* hazards or deficiencies noted in this report.

**A Florida-licensed inspector MUST complete, sign and date this form.**

## ELECTRICAL SYSTEM *(*SEPARATE DOCUMENTATION OF ANY ALUMINUM WIRING REMEDIATION MUST BE PROVIDED AND CERTIFIED BY A LICENSED ELECTRICIAN)*

**Electrical System: Panel#1**

Year Last Updated: 1999 (EST)
Total Amps: 150 Amps
Electrical Panel Brand: Westinghouse
☑ Breaker ☐ Fuses

**Wire Type(s) Present:**

☑ Copper
☐ Aluminum _____
☐ Romex, BX or Conduit
☐ Cloth Wiring
☐ Other (specify) _____

**Electrical System: Panel#2**

Year Last Updated: _____
Total Amps: _____
Electrical Panel Brand: _____
☐ Breaker ☐ Fuses

**Wire Type(s) Present:**

☐ Copper
☐ Aluminum _____
☐ Romex, BX or Conduit
☐ Cloth Wiring
☐ Other (specify) _____

**Exterior Panel:**

Panel Amps: _____
Panel Age: _____
Electrical Panel Brand: _____
☐ Breaker ☐ Fuses

**Wire Type(s) Present:**

☐ Copper
☐ Aluminum _____
☐ Romex, BX or Conduit
☐ Cloth Wiring
☐ Other (specify) _____

Is the electrical system in good working order? ✓ Yes ☐ No (explain) _____

* If single strand (aluminum branch) wiring, provide details of all remediation. Separate documentation of all work must be provided and certified by a licensed electrician.

- ☐ Entire home rewired with copper
- ☐ Connections repaired via COPALUM® crimp
- ☐ Connections repaired via AlumiConn®

**Hazards Present:**

- ☐ Blowing Fuses or Breakers
- ☐ Empty Breaker Sockets
- ☐ Loose Wiring
- ☐ Improper Grounding
- ☑ Double Taps
- ☐ Over Fusing
- ☐ Hazardous Panel

**Aluminum Wiring:**

- ☐ Main Feed from main supply
- ☐ Branch Wiring in breakers/Fuses
- ☐ Main Feed to Panel Box

**Exposed/Unsafe Wiring or any other hazards:**
**Please Explains:**

_____
_____
_____

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, etc.***

## HVAC SYSTEM

| | | | | | |
|---|---|---|---|---|---|
| Unit #1 Type: | Wall Units | Age: | 2 YRS (EST) | Working Order: | ☑ Yes ☐ No |
| Unit #2 Type: | Wall Units | Age: | 3 YRS (EST) | Working Order: | ☑ Yes ☐ No |
| Unit #3 Type: | Wall Units | Age: | 2 YRS (EST) | Working Order: | ☑ Yes ☐ No |
| Unit #4 Type: | Wall Units | Age: | 4 YRS (EST) | Working Order: | ☑ Yes ☐ No |
| Unit #5 Type: | | Age: | | Working Order: | ☐ Yes ☐ No |

**Hazards Present:**

- ☐ Wood Burning Stove or central gas fireplace not professionally installed?
- ☐ Space heater used as primary heat source?

Are the heating, ventilation and air conditioning system in good working order? If not please Explain: _____

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, etc.***



*This form has been made available to verify the types, ages and conditions of a home's four major systems to determine eligibility/acceptability for major Insurance Corporation.*
*If another inspection form is used, it must provide the same photos and level of detail as found on this report.*

Elite Group Solutions LLC

# 4-Point Inspection – Personal Lines

**(Edition 9/2012 *revised*)**

## PLUMBING SYSTEM

Age of System: 17 YRS (EST)
Last Updated: 1999 (EST)

**Type of Pipes**
- ☐ Copper
- ☑ PVC
- ☐ Galvanized
- ☐ Polybutylene

Other (specify): _____

**Water Heater:**
Unit #1 Type Tank Age 8 YRS (EST)
Unit #2 Type _____ Age _____
Unit #3 Type _____ Age _____
Make/Brand: KENMORE
Location: Hallway

Is the plumbing system in good working order?
☑ Yes ☐ No

Deficiencies (check all that apply):
- Active leak ☐
- Indication of prior leak(s) ☐
- Connections/Hoses leaking or cracked ☐
- Water Heater (explain) ☐
- Other (explain) ☐

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, deficiencies, etc.***

## ROOF - WITH 2 ROOF PHOTOS, THIS PORTION CAN TAKE THE PLACE OF THE ROOF CONDITION CERTIFICATION FORM (CIT RCF-1)

| | ***Predominant Roof*** | ***Secondary Roof*** |
|---|---|---|
| Covering Material: | Shingle | Roll |
| Roof Age (years): | 3 MTHS | 3 MTHS |
| Remaining Useful Life: | 20 YRS | 20 YRS |
| Date of Last Roofing Permit: | 7/19/2016 | 7/19/2016 |
| Date of Last Update: | 7/19/2016 | 7/19/2016 |
| *If updated (check one):* | | |
| Full Replacement | ☑ | ☑ |
| Partial Replacement | ☐ | ☐ |
| % of Replacement | | |
| *Overall Condition of Roof:* | | |
| Excellent | ☐ | ☐ |
| Good | ☑ | ☑ |
| Fair | ☐ | ☐ |
| Poor (explain) | ☐ | ☐ |

*Any visible signs of damage / deterioration?* (describe) (e.g. curling/ lifted/ loose/ missing shingles or tiles, sagging or uneven roof deck)
Predominant Roof ☐ Yes ☑ No
Secondary Roof ☐ Yes ☑ No

*Any visible signs of leaks?*
Predominant Roof ☐ Yes ☑ No
Secondary Roof ☐ Yes ☑ No

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, etc. for all roof coverings.***

## ADDITIONAL COMMENTS OR OBSERVATIONS (USE ADDITIONAL PAGES AS NEEDED):

*ALL 4-POINT INSPECTIONS MUST BE INSPECTED AND COMPLETED BY A VERIFIABLE FLORIDA-LICENSED INSPECTOR. I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.*

| Inspector Signature | Title | License Number | Date |
|---|---|---|---|
| | Home Inspector | HI9141 | 10/18/2016 |



*This form has been made available to verify the types, ages and conditions of a home's four major systems to determine eligibility/acceptability for major Insurance Corporation.*
*If another inspection form is used, it must provide the same photos and level of detail as found on this report.*

Front Elevation

Back Elevation

Side Elevation

Side Elevation

Roll Roof

Shingle Roof

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Shingle Roof

Roll Roof

Shingle Roof

A/C Wall Unit

A/C Wall Unit

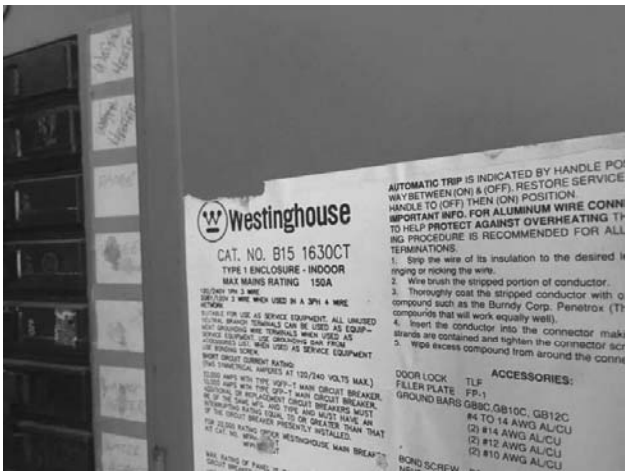
A/C Wall Unit

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

A/C Wall Unit

Electrical Panel

Electrical Panel




Electrical Panel

Electrical Panel (Double Taps)

Plumbing System

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Plumbing System

Plumbing System

Water Heater

A/C Wall Unit

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

**4 Point Inspection**

STAINTON & ESMIE WILLIAMS
1400 NW 113 TER MIAMI, FL 33167

***PREPARED BY:***
***Elite Group Solutions LLC***
***Danny James Cagua***
***Home Inspector***
***LIC#HI9141***
***1756 N Bayshore Drive #20A Miami, FL 33132***
***Phone (305)456-0858***
***Email:Danny212006@aol.com***

10/18/2016

Elite Group Solutions LLC

# 4-Point Inspection – Personal Lines

**(Edition 9/2012)**

INSURED/APPLICANT NAME: STAINTON & ESMIE WILLIAMS  APPLICATION / POLICY #: _____

ADDRESS INSPECTED: 1400 NW 113 TER MIAMI, FL 33167

ACTUAL YEAR BUILT: 1954  DATE INSPECTED: 10/18/2016

***Minimum Photo Requirement:***

- ☑ Front elevation ☑ Rear elevation
- ☑ Main Electrical Service Panel with interior door label
- ☑ HVAC heating systems equipment (with dated manufacturer's plate)
- ☐ *ALL* hazards or deficiencies noted in this report.

**A Florida-licensed inspector MUST complete, sign and date this form.**

## ELECTRICAL SYSTEM *(*SEPARATE DOCUMENTATION OF ANY ALUMINUM WIRING REMEDIATION MUST BE PROVIDED AND CERTIFIED BY A LICENSED ELECTRICIAN)*

**Electrical System: Panel#1**

Year Last Updated: 1999 (EST)
Total Amps: 150 Amps
Electrical Panel Brand: Westinghouse
☑ Breaker ☐ Fuses

**Wire Type(s) Present:**

☑ Copper
☐ Aluminum 12/22/2016
☐ Romex, BX or Conduit
☐ Cloth Wiring
☐ Other (specify) _____

**Electrical System: Panel#2**

Year Last Updated: _____
Total Amps: _____
Electrical Panel Brand: _____
☐ Breaker ☐ Fuses

**Wire Type(s) Present:**

☐ Copper
☐ Aluminum _____
☐ Romex, BX or Conduit
☐ Cloth Wiring
☐ Other (specify) _____

**Exterior Panel:**

Panel Amps: _____
Panel Age: _____
Electrical Panel Brand: _____
☐ Breaker ☐ Fuses

**Wire Type(s) Present:**

☐ Copper
☐ Aluminum _____
☐ Romex, BX or Conduit
☐ Cloth Wiring
☐ Other (specify) _____

Is the electrical system in good working order? ✓ Yes ☐ No (explain) _____

* If single strand (aluminum branch) wiring, provide details of all remediation. Separate documentation of all work must be provided and certified by a licensed electrician.

☐ Entire home rewired with copper
☐ Connections repaired via COPALUM® crimp
☐ Connections repaired via AlumiConn®

**Hazards Present:**

☐ Blowing Fuses or Breakers
☐ Empty Breaker Sockets
☐ Loose Wiring
☐ Improper Grounding
☐ Double Taps
☐ Over Fusing
☐ Hazardous Panel

**Aluminum Wiring:**

☐ Main Feed from main supply
☐ Branch Wiring in breakers/Fuses
☐ Main Feed to Panel Box

**Exposed/Unsafe Wiring or any other hazards:**
**Please Explains:**

_____
_____
_____

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, etc.***

## HVAC SYSTEM

| | | | | | |
|---|---|---|---|---|---|
| Unit #1 Type: | Wall Units | Age: | 2 YRS (EST) | Working Order: | ✓ Yes ☐ No |
| Unit #2 Type: | Wall Units | Age: | 3 YRS (EST) | Working Order: | ✓ Yes ☐ No |
| Unit #3 Type: | Wall Units | Age: | 2 YRS (EST) | Working Order: | ✓ Yes ☐ No |
| Unit #4 Type: | Wall Units | Age: | 4 YRS (EST) | Working Order: | ✓ Yes ☐ No |
| Unit #5 Type: | _____ | Age: | _____ | Working Order: | ☐ Yes ☐ No |

**Hazards Present:**

☐ Wood Burning Stove or central gas fireplace not professionally installed?

☐ Space heater used as primary heat source?

Are the heating, ventilation and air conditioning system in good working order? If not please Explain: _____

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, etc.***



*This form has been made available to verify the types, ages and conditions of a home's four major systems to determine eligibility/acceptability for major Insurance Corporation.*
*If another inspection form is used, it must provide the same photos and level of detail as found on this report.*

Elite Group Solutions LLC

# 4-Point Inspection – Personal Lines

**(Edition 9/2012 *revised*)**

## PLUMBING SYSTEM

Age of System: 17 YRS (EST)
Last Updated: 1999 (EST)

**Type of Pipes**
- ☐ Copper
- ☑ PVC
- ☐ Galvanized
- ☐ Polybutylene

Other (specify): _____

**Water Heater:**
Unit #1 Type Tank Age 8 YRS (EST)
Unit #2 Type _____ Age _____
Unit #3 Type _____ Age _____
Make/Brand: KENMORE
Location: Hallway

Is the plumbing system in good working order?
☑ Yes ☐ No

Deficiencies (check all that apply):
- Active leak ☐
- Indication of prior leak(s) ☐
- Connections/Hoses leaking or cracked ☐
- Water Heater (explain) ☐
- Other (explain) ☐

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, deficiencies, etc.***

## ROOF - WITH 2 ROOF PHOTOS, THIS PORTION CAN TAKE THE PLACE OF THE ROOF CONDITION CERTIFICATION FORM (CIT RCF-1)

| ***Predominant Roof*** | | ***Secondary Roof*** | |
|---|---|---|---|
| Covering Material: | Shingle | Covering Material: | Roll |
| Roof Age (years): | 3 MTHS | Roof Age (years): | 3 MTHS |
| Remaining Useful Life: | 20 YRS | Remaining Useful Life: | 20 YRS |
| Date of Last Roofing Permit: | 7/19/2016 | Date of Last Roofing Permit: | 7/19/2016 |
| Date of Last Update: | 7/19/2016 | Date of Last Update: | 7/19/2016 |
| *If updated (check one):* | | *If updated (check one):* | |
| Full Replacement | ☑ | Full Replacement | ☑ |
| Partial Replacement | ☐ | Partial Replacement | ☐ |
| % of Replacement | _____ | % of Replacement | _____ |
| *Overall Condition of Roof:* | | *Overall Condition of Roof:* | |
| Excellent | ☐ | Excellent | ☐ |
| Good | ☑ | Good | ☑ |
| Fair | ☐ | Fair | ☐ |
| Poor (explain) | ☐ | Poor (explain) | ☐ |

*Any visible signs of damage / deterioration?* (describe) (e.g. curling/ lifted/ loose/ missing shingles or tiles, sagging or uneven roof deck)
Predominant Roof ☐ Yes ☑ No
Secondary Roof ☐ Yes ☑ No

*Any visible signs of leaks?*
Predominant Roof ☐ Yes ☑ No
Secondary Roof ☐ Yes ☑ No

***Use the Additional Comments/Observations section below to provide full details of any noted updates, hazards, etc. for all roof coverings.***

## ADDITIONAL COMMENTS OR OBSERVATIONS (USE ADDITIONAL PAGES AS NEEDED):

*ALL 4-POINT INSPECTIONS MUST BE INSPECTED AND COMPLETED BY A VERIFIABLE FLORIDA-LICENSED INSPECTOR. I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.*

| INSPECTOR SIGNATURE | TITLE | LICENSE NUMBER | DATE |
|---|---|---|---|
| | Home Inspector | HI9141 | 10/18/2016 |



*This form has been made available to verify the types, ages and conditions of a home's four major systems to determine eligibility/acceptability for major Insurance Corporation.*
*If another inspection form is used, it must provide the same photos and level of detail as found on this report.*

Front Elevation

Back Elevation

Side Elevation

Side Elevation

Roll Roof

Shingle Roof

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Shingle Roof

Roll Roof

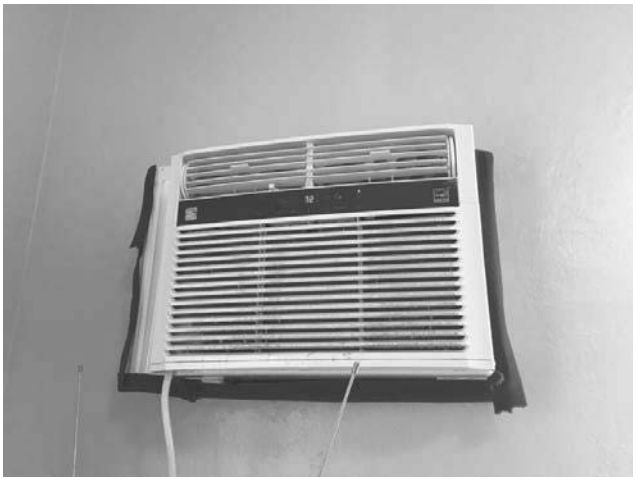
Shingle Roof

A/C Wall Unit

A/C Wall Unit

A/C Wall Unit

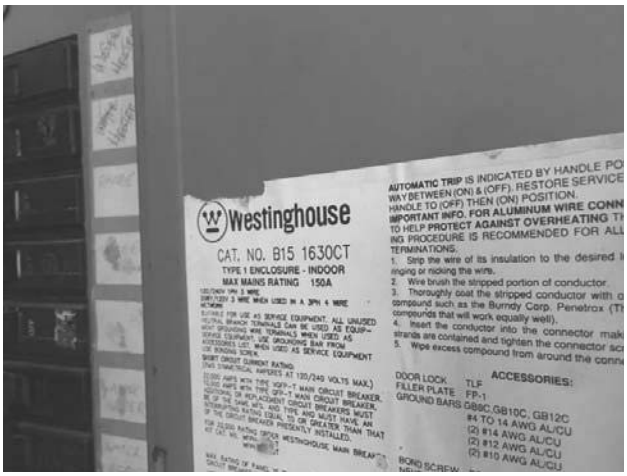
1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com



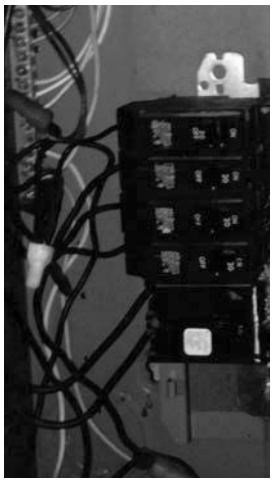
A/C Wall Unit

Electrical Panel

Electrical Panel




Electrical Panel



Electrical Panel

Plumbing System

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Plumbing System

Plumbing System

Water Heater

A/C Wall Unit

Electrical Panel

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

**UNIFORM MITIGATION VERIFICATION INSPECTION**

STAINTON & ESMIE WILLIAMS
1400 NW 113 TER MIAMI, FL 33167

***PREPARED BY:***
***Elite Group Solutions LLC***
***Danny James Cagua***
***Home Inspector***
***LIC#HI9141***
***1756 N Bayshore Drive #20A Miami, FL 33132***
***Phone (305)456-0858***
***Email:Danny212006@aol.com***

10/18/2016

# Uniform Mitigation Verification Inspection Form

Ex. A-221

Maintain a copy of this form and any documentation provided with the insurance policy

| | | |
|---|---|---|
| Inspection Date: 10/18/2016 | | |
| **Owner Information** | | |
| Owner Name: STAINTON & ESMIE WILLIAMS | | Contact Person: |
| Address: 1400 NW 113 TER | | Home Phone: |
| City: MIAMI | Zip: 33167 | Work Phone: |
| County: MIAMI-DADE | | Cell Phone: |
| Insurance Company: | | Policy #: |
| Year of Home: 1954 | # of Stories: 1 | Email: |

**NOTE: Any documentation used in validating the compliance or existence of each construction or mitigation attribute must accompany this form. At least one photograph must accompany this form to validate each attribute marked in questions 3 though 7. The insurer may ask additional questions regarding the mitigated feature(s) verified on this form.**

1. **Building Code**: Was the structure built in compliance with the Florida Building Code (FBC 2001 or later) OR for homes located in the HVHZ (Miami-Dade or Broward counties), South Florida Building Code (SFBC-94)?

☐ A. Built in compliance with the FBC: Year Built _____. For homes built in 2002/2003 provide a permit application with a date after 3/1/2002: Building Permit Application Date (MM/DD/YYYY) ____/____/_____

☐ B. For the HVHZ Only: Built in compliance with the SFBC-94: Year Built _____. For homes built in 1994, 1995, and 1996 provide a permit application with a date after 9/1/1994: Building Permit Application Date (MM/DD/YYYY) ___/___/_____

☑ C. Unknown or does not meet the requirements of Answer "A" or "B"

2. **Roof Covering:** Select all roof covering types in use. Provide the permit application date OR FBC/MDC Product Approval number OR Year of Original Installation/Replacement OR indicate that no information was available to verify compliance for each roof covering identified.

| 2.1 Roof Covering Type: | Permit Application Date | FBC or MDC Product Approval # | Year of Original Installation or Replacement | No Information Provided for Compliance |
|---|---|---|---|---|
| ☑ 1. Asphalt/Fiberglass Shingle | 07/19/2016 | 2016055527 | | ☐ |
| ☐ 2. Concrete/Clay Tile | ___/___/_____ | | | ☐ |
| ☐ 3. Metal | ___/___/_____ | | | ☐ |
| ☐ 4. Built Up | ___/___/_____ | | | ☐ |
| ☐ 5. Membrane | ___/___/_____ | | | ☐ |
| ☑ 6. Other ROLL ROOF | 07/19/2016 | 2016055527 | | ☐ |

☑ A. All roof coverings listed above meet the FBC with a FBC or Miami-Dade Product Approval listing current at time of installation OR have a roofing permit application date on or after 3/1/02 OR the roof is original and built in 2004 or later.

☐ B. All roof coverings have a Miami-Dade Product Approval listing current at time of installation OR (for the HVHZ only) a roofing permit application after 9/1/1994 and before 3/1/2002 OR the roof is original and built in 1997 or later.

☐ C. One or more roof coverings do not meet the requirements of Answer "A" or "B".

☐ D. No roof coverings meet the requirements of Answer "A" or "B".

3. **Roof Deck Attachment**: What is the **weakest** form of roof deck attachment?

☐ A. Plywood/Oriented strand board (OSB) roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by staples or 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift less than that required for Options B or C below.

☐ B. Plywood/OSB roof sheathing with a minimum thickness of 7/16"inch attached to the roof truss/rafter (spaced a maximum of 24"inches o.c.) by 8d common nails spaced a maximum of 12" inches in the field.-OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent or greater resistance 8d nails spaced a maximum of 12 inches in the field or has a mean uplift resistance of at least 103 psf.

☑ C. Plywood/OSB roof sheathing with a minimum thickness of 7/16"inch attached to the roof truss/rafter (spaced a maximum of 24"inches o.c.) by 8d common nails spaced a maximum of 6" inches in the field. -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board (or 1 nail per board if each board is equal to or less than 6 inches in width). -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure.**

or greater resistance than 8d common nails spaced a maximum of 6 inches in the field or has a mean uplift resistance of at least 182 psf.

- ☐ D. Reinforced Concrete Roof Deck.
- ☐ E. Other: _____
- ☐ F. Unknown or unidentified.
- ☐ G. No attic access.

4. **Roof to Wall Attachment:** What is the **WEAKEST** roof to wall connection? (Do not include attachment of hip/valley jacks within 5 feet of the inside or outside corner of the roof in determination of WEAKEST type)

- ☑ A. Toe Nails
  - ☐ Truss/rafter anchored to top plate of wall using nails driven at an angle through the truss/rafter and attached to the top plate of the wall, or
  - ☑ Metal connectors that do not meet the minimal conditions or requirements of B, C, or D

**Minimal conditions to qualify for categories B, C, or D. All visible metal connectors are:**

- ☐ Secured to truss/rafter with a minimum of three (3) nails, **and**
- ☐ Attached to the wall top plate of the wall framing, or embedded in the bond beam, with less than a ½" gap from the blocking or truss/rafter **and** blocked no more than 1.5" of the truss/rafter, **and** free of visible severe corrosion.

- ☐ B. Clips
  - ☐ Metal connectors that do not wrap over the top of the truss/rafter, **or**
  - ☐ Metal connectors with a minimum of 1 strap that wraps over the top of the truss/rafter and does not meet the nail position requirements of C or D, but is secured with a minimum of 3 nails.
- ☐ C. Single Wraps
  Metal connectors consisting of a single strap that wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side and a minimum of 1 nail on the opposing side.
- ☐ D. Double Wraps
  - ☐ Metal Connectors consisting of 2 separate straps that are attached to the wall frame, or embedded in the bond beam, on either side of the truss/rafter where each strap wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side, and a minimum of 1 nail on the opposing side, **or**
  - ☐ Metal connectors consisting of a single strap that wraps over the top of the truss/rafter, is secured to the wall on both sides, and is secured to the top plate with a minimum of three nails on each side.
- ☐ E. Structural Anchor bolts structurally connected or reinforced concrete roof.
- ☐ F. Other: _____
- ☐ G. Unknown or unidentified
- ☐ H. No attic access

5. **Roof Geometry:** What is the roof shape? (Do not consider roofs of porches or carports that are attached only to the fascia or wall of the host structure over unenclosed space in the determination of roof perimeter or roof area for roof geometry classification).

- ☐ A. Hip Roof — Hip roof with no other roof shapes greater than 10% of the total roof system perimeter.
  Total length of non-hip features: _____ feet; Total roof system perimeter: _____ feet
- ☐ B. Flat Roof — Roof on a building with 5 or more units where at least 90% of the main roof area has a roof slope of less than 2:12. Roof area with slope less than 2:12 _____ sq ft; Total roof area _____sq ft
- ☑ C. Other Roof — Any roof that does not qualify as either (A) or (B) above.

6. **Secondary Water Resistance (SWR):** (standard underlayments or hot-mopped felts do not qualify as an SWR)

- ☐ A. SWR (also called Sealed Roof Deck) Self-adhering polymer modified-bitumen roofing underlayment applied directly to the sheathing or foam adhesive SWR barrier (not foamed-on insulation) applied as a supplemental means to protect the dwelling from water intrusion in the event of roof covering loss.
- ☑ B. No SWR.
- ☐ C. Unknown or undetermined.

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

7. **Opening Protection:** What is the **weakest** form of wind borne debris protection installed on the structure? **First**, use the table to determine the weakest form of protection for each category of opening. **Second**, (a) check one answer below (A, B, C, N, or X) based upon the lowest protection level for ALL Glazed openings **and** (b) check the protection level for all Non-Glazed openings (.1, .2, or .3) as applicable.

| **Opening Protection Level Chart**<br>**Place an "X" in each row to identify all forms of protection in use for each opening type. Check only one answer below (A thru X), based on the weakest form of protection (lowest row) for any of the Glazed openings and indicate the weakest form of protection (lowest row) for Non-Glazed openings.** | | **Glazed Openings** | | | | **Non-Glazed Openings** | |
|---|---|---|---|---|---|---|---|
| | | **Windows or Entry Doors** | **Garage Doors** | **Skylights** | **Glass Block** | **Entry Doors** | **Garage Doors** |
| **N/A** | Not Applicable- there are no openings of this type on the structure | | X | X | X | | X |
| **A** | Verified cyclic pressure & large missile (9-lb for windows doors/4.5 lb for skylights) | | | | | | |
| **B** | Verified cyclic pressure & large missile (4-8 lb for windows doors/2 lb for skylights) | | | | | | |
| **C** | Verified plywood/OSB meeting Table 1609.1.2 of the FBC 2007 | | | | | | |
| **D** | Verified Non-Glazed Entry or Garage doors indicating compliance with ASTM E 330, ANSI/DASMA 108, or PA/TAS 202 for wind pressure resistance | | | | | | |
| **N** | Opening Protection products that appear to be A or B but are not verified | | | | | | |
| | Other protective coverings that cannot be identified as A, B, or C | | | | | | |
| **X** | No Windborne Debris Protection | X | | | | X | |

☐ **A. Exterior Openings Cyclic Pressure and 9-lb Large Missile (4.5 lb for skylights only)** All Glazed openings are protected at a minimum, with impact resistant coverings or products listed as wind borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level A in the table above).

- Miami-Dade County PA 201, 202, **and** 203
- Florida Building Code Testing Application Standard (TAS) 201, 202, **and** 203
- American Society for Testing and Materials (ASTM) E 1886 **and** ASTM E 1996
- Southern Standards Technical Document (SSTD) 12
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996
- For Garage Doors Only: ANSI/DASMA 115

☐ A.1 All Non-Glazed openings classified as A in the table above, or no Non-Glazed openings exist

☐ A.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level B, C, N, or X in the table above

☐ A.3 One or More Non-Glazed Openings is classified as Level B, C, N, or X in the table above

☐ **B. Exterior Opening Protection- Cyclic Pressure and 4 to 8-lb Large Missile (2-4.5 lb for skylights only)** All Glazed openings are protected, at a minimum, with impact resistant coverings or products listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level B in the table above):

- ASTM E 1886 **and** ASTM E 1996 (Large Missile – 4.5 lb.)
- SSTD 12 (Large Missile – 4 lb. to 8 lb.)
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996 (Large Missile - 2 to 4.5 lb.)

☐ B.1 All Non-Glazed openings classified as A or B in the table above, or no Non-Glazed openings exist

☐ B.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level C, N, or X in the table above

☐ B.3 One or More Non-Glazed openings is classified as Level C, N, or X in the table above

☐ **C. Exterior Opening Protection- Wood Structural Panels meeting FBC 2007** All Glazed openings are covered with plywood/OSB meeting the requirements of Table 1609.1.2 of the FBC 2007 (Level C in the table above).

☐ C.1 All Non-Glazed openings classified as A, B, or C in the table above, or no Non-Glazed openings exist

☐ C.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level N or X in the table above

☐ C.3 One or More Non-Glazed openings is classified as Level N or X in the table above

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

☐ **N. Exterior Opening Protection (unverified shutter systems with no documentation)** All Glazed openings are protected with protective coverings not meeting the requirements of Answer "A", "B", or C" or systems that appear to meet Answer "A" or "B" with no documentation of compliance (Level N in the table above).

☐ N.1 All Non-Glazed openings classified as Level A, B, C, or N in the table above, or no Non-Glazed openings exist

☐ N.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level X in the table above

☐ N.3 One or More Non-Glazed openings is classified as Level X in the table above

☑ **X. None or Some Glazed Openings** One or more Glazed openings classified and Level X in the table above.

***MITIGATION INSPECTIONS MUST BE CERTIFIED BY A QUALIFIED INSPECTOR.***
***Section 627.711(2), Florida Statutes, provides a listing of individuals who may sign this form.***

| Qualified Inspector Name: | License Type: | License or Certificate #: |
|---|---|---|
| Danny James Cagua | Home Inspector | HI9141 |

| Inspection Company: | Phone: |
|---|---|
| Elite Group Solutions LLC | (305) 456-0858 |

## Qualified Inspector – I hold an active license as a: (check one)

☑ Home inspector licensed under Section 468.8314, Florida Statutes who has completed the statutory number of hours of hurricane mitigation training approved by the Construction Industry Licensing Board and completion of a proficiency exam.

☐ Building code inspector certified under Section 468.607, Florida Statutes.

☐ General, building or residential contractor licensed under Section 489.111, Florida Statutes.

☐ Professional engineer licensed under Section 471.015, Florida Statutes.

☐ Professional architect licensed under Section 481.213, Florida Statutes.

☐ Any other individual or entity recognized by the insurer as possessing the necessary qualifications to properly complete a uniform mitigation verification form pursuant to Section 627.711(2), Florida Statutes.

**Individuals other than licensed contractors licensed under Section 489.111, Florida Statutes, or professional engineer licensed under Section 471.015, Florida Statues, must inspect the structures personally and not through employees or other persons. Licensees under s.471.015 or s.489.111 may authorize a direct employee who possesses the requisite skill, knowledge, and experience to conduct a mitigation verification inspection.**

**I,** Danny James Cagua **(print name) am a qualified inspector and I personally performed the inspection or (*licensed contractors and professional engineers only*) I had my employee (_____) perform the inspection (print name of inspector) and I agree to be responsible for his/her work.**

**Qualified Inspector Signature:** _____ **Date:** 10/18/2016

**An individual or entity who knowingly or through gross negligence provides a false or fraudulent mitigation verification form is subject to investigation by the Florida Division of Insurance Fraud and may be subject to administrative action by the appropriate licensing agency or to criminal prosecution. (Section 627.711(4)-(7), Florida Statutes) The Qualified Inspector who certifies this form shall be directly liable for the misconduct of employees as if the authorized mitigation inspector personally performed the inspection.**

**Homeowner to complete:** I certify that the named Qualified Inspector or his or her employee did perform an inspection of the residence identified on this form and that proof of identification was provided to me or my Authorized Representative.

**Signature:** _____ **Date:** 10/18/2016

**An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree. (Section 627.711(7), Florida Statutes)**

**The definitions on this form are for inspection purposes only and cannot be used to certify any product or construction feature as offering protection from hurricanes.**

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

Front Elevation

Back Elevation

Side Elevation

Side Elevation

Roll Roof

Shingle Roof

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Non-Protected Door

Non-Protected Windows

Non-Protected Windows

Tongue & Groove Decking

Tongue & Groove Decking

1400 NW 113 TER MIAMI, FL 33167

**Please note insurance carriers may process the answer to Question #9, Opening Protection, in different ways. Only your carrier or qualified insurance professional can discuss your carrier's polices and qualify the potential premium impacts, if any, of achieving a stronger ratings on Question #9. However, the below deficiencies report provides a guideline for the achievement of the most commonly useful levels of large -missile impact protection:**
**To Protect All Openings: (Answer "A") Class A Rating**
**In order to obtain a valid large-missile impact rating on ALL openings, the following area (s) would need to be protected or replaced with a hurricane rated/qualified product:**

ALL WINDOWS AND DOORS NEED TO BE PROTECTED

**Notes:**

- **The deficiency report is provided as a courtesy. If you believe anything on the deficiency report to be inaccurate, please contact Elite Group Solutions LLC immediately at (305) 456-0858.**
- **A rated/qualifying product meets the requirements listed on the Uniform Mitigation Verification Inspection Form for "Large Missile Impact" (9lb large missile for Answer A & E). Products meeting requirements at 2 to 8lbs large missile test qualify for Answer B & F , respectively.**
- **After these deficiencies have been addressed, you may contact Elite Group Solutions immediately at (305) 456-0858 for a re- inspection to improve your rating. Proof such as a (NOA) Notice of Acceptance or FBC product approval will be examined during the re-inspection.**
- **This deficiency report does not take into account any limitations that may exist due to your condo or homeowner's association guidelines.**

# Online Learning

# *Certificate*

This certifies that

Danny Cagua

License Number/s

hi9141

Has successfully completed
the Final Exam for

**Hurricane Mitigation Training and Techniques - v2**

Course Number 0610085

*on 09-11-2015*

AAA Construction School, Inc.

34 Arlington Road South · Jacksonville, FL 32216

Provider Number: CILB 0000972 · BCAIB 0000972 · Home Inspection 0000972

Mold Related Services: 0000972 · FBPE: 0006140 · Miami-Dade: D097 · Division of State Fire Marshall: 14663

Ex. A-229

ACORD

# CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY): 10/28/16

PRODUCER | PHONE (A/C, No, Ext):

COMPANY NAME AND ADDRESS: American Bankers
11222 Quail Roost Dr
Miami, FL 33157

NAIC CODE:

CODE: | SUB CODE:

AGENCY CUSTOMER ID:

POLICY TYPE: HO3

INSURED NAME AND ADDRESS
Stainton Williams
1400 NW 113 ter
Miami, FL 33167

CANCELLED POLICY INFORMATION

POLICY NUMBER: CPI0347016

EFFECTIVE DATE AND HOUR OF CANCELLATION | CANCELLATION DATE: 11/22/16 | TIME: 12:01 ☒ AM ☐ PM

POLICY TERM | EFFECTIVE DATE: 11/22/15 | EXPIRATION DATE: 11/22/16

☒ CANCELLATION REQUEST (Policy attached) ☐ POLICY RELEASE (Complete Statement Section Below)

## POLICY RELEASE STATEMENT

The undersigned agrees that:

The above referenced policy is lost, destroyed or being retained.
No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.
Any premium adjustment will be made in accordance with the terms and conditions of the policy.

Stainton Williams 10/28/16
~~WITNESS~~ INSURED — DATE

SIGNATURE OF NAMED INSURED — DATE

WITNESS — DATE 10/28/16

SIGNATURE OF NAMED INSURED — DATE

☐ LIENHOLDER ☐ MORTGAGEE ☐ LOSS PAYEE

AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I) — TITLE — DATE

☐ LIENHOLDER ☐ MORTGAGEE ☐ LOSS PAYEE

AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I) — TITLE — DATE

## FOR AGENCY / COMPANY USE

### REASON FOR CANCELLATION

☐ NOT TAKEN ☐ OTHER (Identify)
☐ REQUESTED BY INSURED
☐ REWRITTEN (Complete below)

COMPANY

POLICY NUMBER | EFFECTIVE DATE

### METHOD OF CANCELLATION

☐ FLAT
☐ SHORT RATE
☐ PRO RATA

FULL TERM PREMIUM $
UNEARNED FACTOR
RETURN PREMIUM $

☐ PREMIUM CALCULATION SUBJECT TO AUDIT

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.

NAME AND ADDRESS
Stainton Williams
1400 NW 113 ter
Miami, FL 33167

### REQUEST / RELEASE DISTRIBUTION

☒ INSURED ☐ LOSS PAYEE
☒ MORTGAGEE ☐ LIENHOLDER
☐ COMPANY ☐ FINANCE COMPANY
☐ ☐

PRODUCER'S SIGNATURE | DATE

ACORD 35 (2010/07) QF

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**Quote Prepared By**

Erik M. Rodriguez

Univista Insurance
162 NE 167th Street
Miami, FL 33162
(305) 456-9988

**Quote Prepared For**

Stainton Williams
1400 NW 113 ter
Miami, FL 33167
Home: (305) 761-4895

**QuoteID: 11431097**
**Quote as of 11/1/2016**
**Created: 11/1/2016**

Thank you for your interest in Universal Property & Casualty Insurance Company's products. This quotation shows rates, coverages and rating information used to determine this quotation. This quotation is not a guarantee of acceptance by UPCIC nor is it a binder of anykind on the carrier. Your application information must be submitted to and accepted by the carrier for coverage to begin.

Please review this quotation and call our agency if you have any additions that may more accurately cover your exposure.

**Property Address** 1400 NW 113TH TER MIAMI, FL 33167

| | | | |
|---|---|---|---|
| **Dwelling** | $119,337 | **Policy Form** | HO3 |
| **Other Structures** | $11,934 | **Policy Effective Date** | 11/1/2016 |
| **Contents** | $59,669 | **Policy Expiration Date** | 11/1/2017 |
| **Loss Of Use** | $23,868 | | |
| **Liability Coverage** | $100,000 | **Wind Portion of Premium** | **$2,061.33** |
| **Medical Payments** | $1,000 | **Total Premium** | **$3,131.00** |

**Total Premium if sinkhole endorsement included: $3,138.00**

| **Additionally the following endorsements were added to this quotation:** | | **LIMITS** | **PREMIUMS** |
|---|---|---|---|
| HO 00 03 04 91 | Homeowners 3 Special Form | | $2,343 |
| UPCIC 03 33 07 08 | Limited Fungi, Wet or Dry Rot, or Bacteria Section I - $10,000/$20,000; Section II - $50,000 | | |
| UPCIC 3 01 98 | Outline of Your Homeowner Policy | | |
| UPCIC 25 01 98 (06-07) | Hurricane Deductible | | |
| UPCIC 23 08 16 | Special Provisions - Florida | | |
| UPCIC 16 01 98 | Loss Assessment Coverage | $1,000 | |
| HO 23 70 06 97 | Windstorm Exterior Paint or Waterproofing Endorsement | | |
| HO 04 96 04 91 | No Coverage for Home Day Care Business | | |
| HO 04 48 04 91 | Other Structures | $11,934 | |
| UPCIC 10 01 98 (06-07) | Existing Damage Exclusion | | |
| | Year Built Surcharge | | $761 |

**The premium for this quotation was based on the following rating criteria:**

| | | | |
|---|---|---|---|
| **Territory** | 34 | **AOP Deductible** | $2,500.00 |
| **Protection Class** | 4 | **Hurricane Deductible** | 5% - $5,967 |
| **BCEG Credit** | $0.00 | **Year Built** | 1954 |
| **Alarm Discount** | $0.00 | **Construction Type** | Masonry |
| **Loss Assessment** | $1,000 | | |

| Plan Type | Payment | Premium | Setup Fee | Payment Fee | Amount Due | Due Date |
|---|---|---|---|---|---|---|
| Two Payments | 1 | $1,722.00 | $10.00 | $22.00 | $1,754.00 | 11/16/2016 |
| | 2 | $1,409.00 | $0.00 | $22.00 | $1,431.00 | 4/30/2017 |
| Four Payments | 1 | $939.00 | $10.00 | $22.00 | $971.00 | 11/16/2016 |
| | 2 | $783.00 | $0.00 | $22.00 | $805.00 | 1/30/2017 |
| | 3 | $783.00 | $0.00 | $22.00 | $805.00 | 4/30/2017 |
| | 4 | $626.00 | $0.00 | $22.00 | $648.00 | 7/29/2017 |

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium of which is part of your total annual premium of $3,131.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium is Reduced by: |
|---|---|---|
| Roof Covering (i.e., shingles or tiles) | | |
| * Meets the Florida Building Code | 0.04 | $0.00 |
| * Reinforced Concrete Roof Deck | 0.82 | $0.00 |
| * If this feature is installed on your home you most likely will not qualify for any other discount. | | |
| How Your Roof is Attached | | |
| * Using a 2" nail spaced a 6" from the edge of the plywood and 12" in the field of the plywood | 0.00 | $0.00 |
| * Using a 2 1/2" nail spaced a 6" from the edge of the plywood and 12" in the field of the plywood | 0.09 | $0.00 |
| * Using a 2 1/2" nail spaced a 6" from the edge of the plywood and 6" in the field of the plywood | 0.09 | $0.00 |
| Seconday Water Resistance (SWR): not SQR) | | |
| (Standard underlayments or hot mopped felts are not SWR) | | |
| * SWR. Self adhering polymer modified bitumen roofing underlayment applied directly to the sheathing of foam SWR Barrier (not foamed on insulation) applied as a secondary means to protect the dwelling from water intrusion. | 0.06 | $0.00 |
| * No SWR | 0.00 | $0.00 |
| Roof-to-Wall Connection | | |
| * Using "Toe Nails" - defined as 3 nails are driven at an angle through the rafter and into the top roof. | 0.00 | $0.00 |
| * Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud | 0.30 | $0.00 |
| * Using Single Wraps - a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss | 0.30 | $0.00 |
| * Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss | 0.30 | $0.00 |
| Shutters | | |
| * None | 0.00 | $0.00 |

| | | |
|---|---|---|
| * Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards | 0.20 | $0.00 |
| * Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards | 0.30 | $0.00 |
| Roof Shape | | |
| * Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid). | 0.30 | $0.00 |
| * Other | 0.00 | $0.00 |

* Estimate is based on information currently on file and the actual amount may vary. The Uniform Mitigation Verification Inspection Form is required and signed by a licensed contractor to receive the credit.

Ex. A-234

CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY ST
JACKSONVILLE FL 32202

**Homeowners HO-3 Special Form Application**
Citizens Property Insurance Corporation

**POLICY NUMBER:** 02193693

**APPLICANT INFORMATION**

| | |
|---|---|
| **First Named Insured:** | Stainton Williams |
| **Policy Mailing Address:** | 1400 NW 113TH TER<br>MIAMI, FL 33167 |
| **Country:** | US |
| **Primary Email Address:** | mcookery@hotmail.com |
| **Secondary Email Address:** | |
| **Social Security Number:** | Intentionally Left Blank |
| **Date Of Birth:** | Intentionally Left Blank |
| **Occupation:** | Retired |
| **Contact Telephone:** | 305-761-4895 |
| **Mobile Number:** | |
| **Address Type:** | Mailing |

**AGENT INFORMATION**

| | |
|---|---|
| **Organization Name:** | ALL FLORIDA ASSURANCE GROUP, INC. |
| **Citizens Agency ID#:** | 31651 |
| **Agent Name:** | ERIK RODRIGUEZ |
| **Fl. Agent Lic. #:** | W230138 |
| **Mailing Address:** | 15325 NW 60 AVENUE 101<br>MIAMI LAKES, FL 33014 |
| **Email Address:** | erodriguez@univistainsurance.com |
| **Primary Telephone:** | 305-456-9988 |
| **Work Telephone:** | 305-456-9988 |
| **Primary Fax Number:** | 786-452-8338 |

**LOCATION OF RESIDENCE PREMISES**

**Property Address:**
1400 NW 113TH TER
MIAMI, FL 33167-3628

**FL County:** MIAMI-DADE

**DEDUCTIBLES**

| | |
|---|---|
| **Hurricane Deductible:** | $6,350 (5%) |
| **All Other Perils Deductible:** | $2,500 |
| **Sinkhole Deductible:** | N/A |

**WIND**

**Windstorm coverage is:** Included

**ADDITIONAL NAMED INSURED(S)**

| Name | Address | Occupation | Social Security Number / D.O.B |
|---|---|---|---|
| Esmie Williams | 1400 NW 113TH TER MIAMI, FL 33167 | Retired | Intentionally Left Blank |

**ADDITIONAL INTEREST(S)**

| # | Interest Type | Name and Address | Loan Number |
|---|---|---|---|
| 1 | 1st Mortgagee | WELLS FARGO BANK NA 708 ISAOA<br>PO BOX 5708 SPRINGFIELD, OH 45501-5708 | 0009950650 |

| BASIC COVERAGES | |
|---|---|
| **Basic Coverages** | **Coverage Limits** |
| **A. Dwelling:** | $127,000 |
| **B. Other Structures:** | $2,540 |
| **C. Personal Property:** | $31,750 |
| **D. Loss of Use:** | $12,700 |
| **E. Personal Liability:** | $100,000 |
| **F. Medical Payments:** | $2,000 |

| OTHER COVERAGES | |
|---|---|
| Personal Property Replacement Cost (CIT 04 90) | No |
| Additional Insured Residence Premises (CIT HO 04 41) | No |
| Additional Interest Residence Premises (HO 04 10) | No |
| Ordinance or law: | |
| 25% Limit: | Yes |
| 50% Increased Limit (CIT 04 77): | No |
| Sinkhole Loss Coverage (CIT 23 94) | No |

## RATING INFORMATION

| | |
|---|---|
| **Year Built:** | 1954 |
| Is the dwelling under construction or renovation? | No |
| Will the dwelling be occupied throughout the entire renovation period? | |
| What is the estimated completion date? | |
| **Date Purchased or Leased:** | 06/04/1992 |
| **For Dwelling over 30 years, indicate:** | |
| Year 4 point inspection completed*: | 2016 |
| **Roof Material:** | Built-up/Tar & Gravel |
| **Roof Remaining Useful Life (Years):** | |
| **Improvements:** | |
| Year of Last Update - Roofing*: | 2016 |
| *(Update and inspection documentation must be attached) | |
| **Primary Heat Source:** | |
| Is the Primary Heat Source portable? | No |
| Does the Primary Heat Source have an open flame? | No |
| Is the heat source a central gas fireplace or wood burning stove that is permanently installed by the factory or a qualified professional? | No |
| **Building Code Effectiveness Grading Schedule:** | |
| Grade Code: | Ungraded |
| **Construction Type:** | Masonry |
| Number of Units in Fire Division: | 1 |
| Any Unacceptable Plumbing: | None |
| Any Hazardous Electrical Wiring: | None of the Above |
| Has the Aluminum Branch wiring been remediated: | |
| Electrical Service-Number of Amps: | 100 or more Amps |
| **Residence Type:** | Dwelling |
| **Roof Cover:** | FBC Equivalent |
| **Roof Shape:** | Unknown |
| **Opening Protection:** | None |
| **Roof Deck Attachment:** | Level C |
| **Roof-Wall Connection:** | Toe Nail |
| **Secondary Water Resistance:** | No |

| | |
|---|---|
| **Occupancy:** | Owner Occupied |
| **Use:** | Primary |
| **Identify All Months Unoccupied:** | None |
| **Property Protected by:** | |
| Locked Security Gate: | No |
| Security Guard(s): | No |
| **Terrain:** | C |
| **Protection Class:** | 4 |
| **Distance from Fire Station (mi.):** | 2 |
| **Distance from Hydrant (ft.):** | 600 |
| **Is risk within the City Limits:** | Yes |
| City, Town or Fire District: | MIAMI DADE FD |
| **Municipal Code** | |
| Fire: | 999 |
| Police: | 999 |
| **Number of Families:** | 1 |
| **Number of Roomers/Boarders:** | 0 |
| **Total Living Area(Sq. Ft.):** | 1068 |
| **Number of Stories:** | 1 |
| **Number of Units in Building:** | 1 |
| **Floor Unit Located On:** | 1 |
| **Estimated Replacement Cost:** | $127,000 |
| **Alternate Reconstruction Cost Valuation Type:** | None |
| **Market Value (Excluding Land):** | $100,000 |
| **Purchase Price:** | $64,000 |

| PRE-QUALIFICATION QUESTIONS |
|---|
| Offer of Coverage (A, B, or C must be selected to be eligible for coverage.)<br>A. I am unaware of any offer of coverage from an authorized insurer.<br>B. The premium for all offers of coverage made by authorized insurers is more than 15 percent higher than the premium for comparable coverage from Citizens.<br>C. I have been declared ineligible for coverage at renewal by Citizens in the previous 36 months due to an offer of coverage from an authorized insurer through Citizens' clearinghouse program, and the premium increase due to an approved rate change in the insurer's renewal offer exceeds 10%* as compared to my current policy premium. (*Not including sinkhole coverage, coverage changes and surcharges.)<br>Response: B |
| Has any applicant been canceled for material misrepresentation on an application for insurance or on a claim in the past 7 years?<br>No |
| Has any applicant been canceled for insurance fraud in the past 15 years?<br>No |
| Has any applicant been convicted of arson in the past 25 years?<br>No |
| Is home currently condemned?<br>No |
| Any structure partially or entirely over water?<br>No |
| Is the roof damaged or does the roof have visible signs of leaks?<br>No |
| Is the dwelling used as a fraternity or sorority house or any similar housing arrangement?<br>No |
| **ELIGIBILITY QUESTIONS - GENERAL** |
| Is there any business conducted on the residence premises (including religious services, but not including Home Day Care)?<br>No |
| Is there any Home Day Care conducted on the residence premises?<br>No |
| Does the dwelling show signs of settlement or cracking of the walls, floor or foundations?<br>No |
| Are there any signs of sinkhole activity on the property such as shifting, or bulging of a foundation, wall, or roof?<br>No |
| Does any person who will be an insured under this policy have knowledge of any sinkhole investigation, ground study, structural evaluation, and/or sinkhole inspection performed due to a sinkhole claim or for any reason other than an inspection to request sinkhole insurance for the property?<br>No |
| Does any person who will be an insured under this policy have knowledge that repairs have been made to the dwelling and/or property relating to sinkhole activity?<br>No |
| Does the dwelling have any existing damage?<br>No |
| Is the property in a state of disrepair?<br>No |
| Is the dwelling, or other structure homemade, rebuilt or constructed with extensive remodeling on a 'Do-It-Yourself' basis?<br>No |
| Was the dwelling originally built for purposes other than a residence and later converted for residential use?<br>No |
| Is the property located on landfill previously used for refuse?<br>No |
| Is the property readily accessible year round to fire fighting equipment?<br>Yes |
| Is the property located on a barrier island?<br>No |
| Is the dwelling rented for periods of 30 days or less?<br>No |
| Is the dwelling advertised or held out for rental to guests for short term rental periods?<br>No |
| **ELIGIBILITY QUESTIONS - HAZARDS** |
| Is there a swimming pool or similar structure?<br>No |

| ELIGIBILITY QUESTIONS - HAZARDS |
|---|
| Is there a trampoline on the premises?<br>No |
| Is there a skateboard ramp?<br>No |
| Is there a bicycle ramp?<br>No |
| Is there an empty in-ground pool or similar structure?<br>No |
| Are there outdoor appliance(s)?<br>No |
| Are there inoperable motor vehicle(s) not secured in garage or structure?<br>No |
| Are there horses or livestock used for business?<br>No |
| Are there other unusual or dangerous conditions?<br>No |
| Are there any vicious or exotic animals on premises?<br>No |
| Vicious or exotic animals number and kind:<br>false |

| ELIGIBILITY QUESTIONS - ADDITIONAL INFORMATION |
|---|
| Has any named insured had a foreclosure, repossession or bankruptcy during the past five (5) years?<br>No |
| Is the property located within 1,500 feet of salt water?<br>No |
| Is the dwelling within 40 feet of a commercial structure?<br>No |
| Was the dwelling ever moved from its original foundation?<br>No |
| Is the dwelling built on a continuous masonry foundation?<br>Yes |

**Agent Application Remarks:**

**DISCOUNTS/FLOOD**

| PROTECTIVE DEVICE DISCOUNTS | | FEMA Flood Zone: | X |
|---|---|---|---|
| Burglar Alarm Type: | No | Special Flood Zone: | No |
| Fire Alarm Type: | No | Is there Flood Policy in effect? | No |
| Sprinkler System Type: | None | Flood Insurer Name: | |
| | | Flood Policy Number: | |
| | | Flood Policy Effective Date: | |
| | | Flood Building Limit: | |
| | | Flood Contents Limit: | |

**PRIOR LOSSES**

Has the applicant had any losses, whether or not paid by insurance, during the last five years at this or any other location?

No Prior Losses

**PRIOR POLICIES**

| | |
|---|---|
| Have you had Multi-Peril insurance on this property from an authorized insurer in the last 12 months? | Yes |
| Have you ever had previous coverage with Citizens that has been declined, cancelled or non-renewed? | No |
| Have you had Wind insurance on this property? | No |
| Have you had coverage with Citizens Property Insurance? | No |

**Carrier:** American Bankers Insurance Company
**Carrier Type:** Multi-Peril
**Cancel/Non-Renew Reason:** Agent

**Policy Number:** CPI0347016
**Expiration Date:** 11/22/2016

| PREMIUM INFORMATION | | BILLING INFORMATION | |
|---|---|---|---|
| **Grand Subtotal Premium:** | $2,498 | **Billing Method:** | ListBill |
| **Mandatory Additional Surcharges:** | $53 | **Payor:** | WELLS FARGO BANK NA 708 ISAOA |
| **Total Premium:** | $2,551 | | |

In the event that a payment is made by check or draft and the instrument is returned because of insufficient funds to pay it, Citizens Property Insurance Corporation will impose a charge of $15 per returned check.

## PAYMENT PLANS

***(Mortgagee, Lienholder & Premium Finance Co. are not eligible for Quarterly And Semi-Annual Payment Plans.)***

☐ **Quarterly Payment Plan:**

| Installment | Premium Amount Due | Due Date |
|---|---|---|
| Payment **1** | 40% of policy premium, plus $3 installment fee & $10 service fee | Policy Effective Date |
| Payment **2** | 20% of policy premium, plus $3 installment fee | 3 months after the policy effective date |
| Payment **3** | 20% of policy premium, plus $3 installment fee | 6 months after the policy effective date |
| Payment **4** | 20% of policy premium, plus $3 installment fee | 9 months after the policy effective date |

☐ **Semi-Annual Payment Plan:**

| Installment | Premium Amount Due | Due Date |
|---|---|---|
| Payment **1** | 60% of policy premium, plus $3 installment fee & $10 service fee | Policy Effective Date |
| Payment **2** | 40% of policy premium, plus $3 installment fee | 6 months after the policy effective date |

☒ **Full Payment:**

| | Premium Amount Due | Due Date |
|---|---|---|
| Payment **1** | 100% of policy premium | Policy Effective Date |

## PREMIUM FINANCE INFORMATION

**Premium Finance Account Number:** N/A
**Premium Finance Company Name:** N/A

**Premium Finance Company Address:**
N/A

## SPECIAL NOTICES TO APPLICANT(S)

### SINKHOLE LOSS COVERAGE

Your policy contains coverage for a Catastrophic Ground Cover Collapse that results in the property being condemned and uninhabitable. Your policy **does not provide coverage for sinkhole losses**. You may purchase coverage for sinkhole losses for an additional premium. Your signature on this application creates a presumption that you made an informed election or rejection to purchase Sinkhole Loss Coverage and indicates you understand if you **do not** select Sinkhole Loss Coverage the policy on your home **will not pay** for sinkhole loss and damage from sinkhole activity. You will pay all costs of sinkhole loss damage. Your insurance will not.
Eligibility for Sinkhole Loss Coverage is not guaranteed. Any future request to add Sinkhole Loss Coverage will be subject to review under Citizens' underwriting guidelines in effect at the time.

**Additional Requirements:**

- **If you select** Sinkhole Loss Coverage and:
  - You answer "**Yes**" to any of the following 3 sinkhole activity questions in the ELIGIBILITY QUESTIONS-GENERAL section of this Application; your **application is not bound.**
    - Are there any signs of sinkhole activity on the property such as shifting, or bulging of a foundation, wall, or roof?
    - Does any person who will be an insured under this policy have knowledge of any sinkhole investigation, ground study, structural evaluation, and/or sinkhole inspection performed due to a sinkhole claim or for any reason other than an inspection to request sinkhole insurance for the property?
    - Does any person who will be an insured under this policy have knowledge that repairs have been made to the dwelling and/or property relating to sinkhole activity?
  - You answer **"Yes"** to the question "Does the dwelling show signs of settlement or cracking of the walls, floor or foundations?" in the ELIGIBILITY QUESTIONS-GENERAL section of this Application; or the house or property to be insured is located in Alachua, Citrus, Hamilton, Hernando, Hillsborough, Lake, Manatee, Marion, Pasco, Pinellas, Polk, Seminole, Sumter, Suwannee, Wakulla or Washington county; your application **does not include** Sinkhole Loss Coverage.

  Your request for Sinkhole Loss Coverage **must** be made by completing a **separate** *Sinkhole Loss Coverage New Business Request* form **CIT SLC-NB** and submitting the request **unbound** to Citizens **prior to** the effective date of the policy.
- **If you do not select** Sinkhole Loss Coverage and you answer "**Yes**" to any of the three sinkhole activity questions (bulleted above) found in the ELIGIBILITY QUESTIONS-GENERAL section of this Application, your **application is not bound**. You must complete a *New Business Sinkhole Inspection Requirement* form **CIT SH-INSP** and submit the **CIT SH-INSP** form to Citizens **prior to** the requested effective date of the policy.

### ANIMAL LIABILITY EXCLUSION

Your signature on this application represents that you acknowledge and accept that there is no liability coverage provided under this policy for animals.

### ORDINANCE OR LAW COVERAGE

Ordinance or Law coverage in the amount of 25% of Coverage A will be included in your policy to pay for the increased cost you have to spend to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition.

This Ordinance or Law coverage may be increased to 50% of Coverage A for an additional premium. Your election of one amount of Ordinance or Law coverage (25% or 50%) constitutes the rejection of the other amount. Your signature on this application creates a presumptive conclusion that you made an informed election or rejection of Ordinance or Law coverage.

X Stainton Williams
**Applicant's Signature**

10-27-2016
**Date**

## INSPECTION CONTACT INFORMATION

No Inspection Information

## PROPERTY INSPECTION

Citizens Property Insurance Corporation (Citizens) may conduct an inspection of your property as part of the underwriting process. The purpose of the inspection will be to verify eligibility and validate certain building characteristics, including construction, replacement value, occupancy and wind-resistive features. The inspector may also verify updates to plumbing, heating, electrical and roofing systems and note any special conditions.

One of the main purposes of an inspection is to ensure you receive the appropriate premium credits for the wind-resistive features of your property. We ask that you promptly cooperate with all inspection requests. Failure to respond to inspection requests or refusal to allow a Citizens-designated inspector to conduct an inspection of your property may result in the loss of wind-mitigation credits, and/or the cancellation or nonrenewal of your policy, and/or declination of coverage.

The contact information in the **Inspection Contact Information** section will be provided to a designated property inspector, who will schedule an appointment at your convenience. The information provided may also be used by Citizens to send you other important policy information. Access to the interior and exterior of your home or building will be required at the time of inspection. Once the inspection is completed, Citizens will send you information about the inspection findings, including photographs of your property's wind-resistive features.

Our goal is to perform a thorough inspection of your property with minimal inconvenience to you. If you are unable to be present for an inspection, you may designate a property manager or other person to accompany the inspector. We thank you in advance for your assistance.

**By my signature** below, I grant Citizens and its designated inspector(s) permission to enter my property at the address designated as the Location of Residence Premises, for the purpose of an inspection, and reinspection, if necessary. If I am unable to be present, I give permission for the designee named in the **Inspection Contact Information** section to provide Citizens' inspector access to my property to perform the inspection. Citizens may use my contact information, including my e-mail address, to send me important information related to my policy. I understand that Citizens is not obligated to inspect my property, and that any inspection relates only to insurability and premiums charged. Citizens in no way implies, warrants or guarantees property conditions are safe, healthful, structurally sound, or that the property complies with any laws, regulations, codes or standards.

X Stainton Williams
**Applicant's Signature**

X 10-27-2016
**Date**

X Stainton Williams
**Print Name**

**IMPORTANT NOTICE REGARDING THE FAIR CREDIT REPORTING ACT:** I understand and agree that as part of the underwriting procedure, a consumer report or an investigative consumer report may be obtained. Such reports may include information regarding my claims history, general reputation, personal characteristics, and mode of living. By signing this application I consent to the obtaining or preparation of either or both reports and the disclosure to Citizens and the agent of record. I understand that these reports will be handled in the strictest confidence. Information as to the nature and scope of these reports will be provided to me upon request.

SW
Applicant's Initials

**STATEMENT ON THE COLLECTION OF CONSUMERS' SOCIAL SECURITY NUMBERS**

Citizens Property Insurance Corporation's ("Citizens") collection of social security numbers for each of the purposes set forth below is imperative for the performance of Citizens' duties and responsibilities as prescribed by section 627.351(6), Florida Statutes, and is authorized by section 119.071(5), Florida Statutes.

Citizens collects social security numbers from consumers for the following purposes:

- Obtaining loss history reports for underwriting purposes;
- Implementing the enhanced clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes;
- Reporting unclaimed property to state government agencies; and
- Processing insurance claims.

## INSURANCE BINDER

Coverage is Bound ☒ Payment enclosed: $2,551

This policy is bound only if the risk meets to Citizens Property Insurance Corporation ("Citizens") eligibility requirements and the following are obtained and mailed to Citizens within five (5) business days of the effective date of the policy:

- A fully completed, signed and dated application.
- Required premium (Make Checks payable to "Citizens Property Insurance Corporation").
- All required documentation, in accordance with this application, and Citizens' Underwriting Manual, applicable to the type of insurance requested.
- Agent's inspection (in accordance with Citizens' Underwriting Manual, applicable to the type of insurance requested).

Please initial the appropriate line:

- All binding requirements have been met. The required premium has been paid to the Agent and this policy is bound. Agent's Initials

- The policy will be bound at the time of closing, with required premium remitted to Citizens at that time. Agent's Initials

**Binder Effective Date and Time**: 11/22/2016 12:01 A.M. Eastern Time at the Location of the Residence Premises

**Binder Expiration Date and Time**: 01/06/2017 12:01 A.M. Eastern Time at the Location of the Residence Premises
**(Binder period shall never exceed 45 days-no exceptions)**

**INSURANCE BINDER** (If coverage is bound, the following conditions apply):

Citizens Property Insurance Corporation ("Citizens") binds the kind(s) of insurance stipulated in this application. This insurance is subject to the rates, terms, conditions and limitations, of the policy and the Citizens Underwriting Manual, applicable on the effective date of this binder.

Citizens may cancel this binder by notice to the first named insured in accordance with the policy conditions. The insured may cancel, by surrender of the binder or by advanced written notice to Citizens stating when cancellation will be effective. The binder is cancelled when replaced by a policy or at the expiration date of the binder, whichever occurs first. If this binder is not replaced by a policy, Citizens is entitled to charge a premium for the binder according to the rules and forms in use by Citizens.

## AGENT'S CERTIFICATION

**Under penalty of law, I state and affirm the following:**

1. I affirm the applicant's property is eligible for a policy with Citizens; and the eligibility complies with the response in the Offer Of Coverage, Pre-Qualification Questions section of this Application.
2. I understand that any Citizens policy may be taken out, assumed or removed from Citizens, and it may be replaced with a policy from an authorized insurer that may not provide identical coverage.
3. I understand that by submitting an application for residential insurance to Citizens, the applicant may be offered coverage by an insurer willing to write this insurance, or by an agent able to place this insurance with an authorized insurer.
4. I affirm the applicant's property was visually inspected by me or my authorized representative and that included in this application submission are all required photographs and supporting documentation. I affirm these submitted records fully comply with Citizens' documentation requirements and affirm that this application submission is in compliance with all applicable underwriting rules.
5. I understand that if any of my affirmations are false, my Citizens appointment may be terminated and I may be exposed to disciplinary action by the Department of Financial Services and/or referral to the appropriate State Attorney.

Signature of Agent: [signature]
Date: 10/27/16
Time: <AM/PM>
Print Name of Agent: Erik Rodriguez
Phone: 3054369988

Under Florida Law, this policy may be replaced with one from an authorized insurer that does not provide identical coverage. Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

## APPLICANT'S AGREEMENT

**As part of my application I state and affirm the following:**

1. I affirm that my property is eligible for a policy with Citizens in accordance with my response in the Offer Of Coverage, Pre-Qualification Questions section of this Application.
2. I understand that if my policy is issued by Citizens, it may be taken out, assumed, or removed from Citizens and replaced with one from an authorized insurer that may not provide identical coverage. Additionally, I understand that acceptance of a Citizens policy creates a conclusive presumption that I am aware of this potential.
3. I understand that if an offer of coverage from an authorized insurer is received at renewal, if the offer is equal to or less than Citizens' renewal premium for comparable coverage, my property is not eligible for coverage with the corporation.
4. I understand that if my property is located seaward of the Coastal Construction Control Line or within the Coastal Barrier Resources System and any major structure (as defined by Section 161.54(6)(a), Florida Statutes) is newly constructed, or rebuilt, repaired, restored, or remodeled to increase the total square footage of finished area by more than 25 percent, pursuant to a permit applied for after July 1, 2015, the property is not eligible for coverage with Citizens and my policy will be non-renewed.
5. **I understand that my coverage with Citizens will not be effective until the effective date shown on this application.**
6. **By signing this application, I authorize Citizens to share my information with other insurers and agents who will attempt to place my coverage with another insurer.**

I have read the entire application and I declare that all of the foregoing statements are true and that these statements are offered as an inducement to Citizens to issue the policy for which I am applying. I agree that if my down payment or full payment check for the initial premium is returned by the bank for any reason, coverage may be null and void from inception (e.g. insufficient funds, closed account, stop payment).

X Signature of Applicant(s): [signature]
X Print Name of Applicant(s): Stainton Williams
X Date: 10-27-2016
X Time: 4:35 pm <AM/PM>

**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. F.S.817.234.**

## ACKNOWLEDGEMENT OF POTENTIAL SURCHARGE AND ASSESSMENT LIABILITY

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM. BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPYLING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THE PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

X Stainton Williams
**Applicant's Signature**

X 10-27-2016
**Date**

Stainton Williams
**Printed Name**

### POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of $2,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

| | Citizens Policy | ABC Insurance Policy |
|---|---|---|
| **If your annual premium is:** | $2,000 | $2,000 |
| **Tier 1**: Potential Citizens Policyholder Surcharge (one- time assessment up to 45% of premium) | $900 | N/A |
| **Tier 2**: Potential Regular Assessment (one -time assessment up to 2% of premium) [1] | N/A | $40 |
| **Tier 3**: Potential Emergency Assessment (up to 30% of premium annually, may apply for multiple years) [2] | $600 | $600 |
| **Potential Annual Assessment:** | **$1,500** | **$640** |

**Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law. Assessment tiers are triggered based on the severity of the deficit. Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.**

**Notes:**

1 - Tier 2 additional assessments may be incurred for other property/casualty policies that are subject to assessment.

2 - Tier 3 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

**UNIFORM MITIGATION VERIFICATION INSPECTION**

STAINTON & ESMIE WILLIAMS
1400 NW 113 TER MIAMI, FL 33167

***PREPARED BY:***
***Elite Group Solutions LLC***
***Danny James Cagua***
***Home Inspector***
***LIC#HI9141***
***1756 N Bayshore Drive #20A Miami, FL 33132***
***Phone (305)456-0858***
***Email:Danny212006@aol.com***

10/18/2016

# Uniform Mitigation Verification Inspection Form

Ex. A-246

Maintain a copy of this form and any documentation provided with the insurance policy

| | | |
|---|---|---|
| Inspection Date: 10/18/2016 | | |
| **Owner Information** | | |
| Owner Name: STAINTON & ESMIE WILLIAMS | | Contact Person: |
| Address: 1400 NW 113 TER | | Home Phone: |
| City: MIAMI | Zip: 33167 | Work Phone: |
| County: MIAMI-DADE | | Cell Phone: |
| Insurance Company: | | Policy #: |
| Year of Home: 1954 | # of Stories: 1 | Email: |

**NOTE: Any documentation used in validating the compliance or existence of each construction or mitigation attribute must accompany this form. At least one photograph must accompany this form to validate each attribute marked in questions 3 though 7. The insurer may ask additional questions regarding the mitigated feature(s) verified on this form.**

1. **Building Code**: Was the structure built in compliance with the Florida Building Code (FBC 2001 or later) OR for homes located in the HVHZ (Miami-Dade or Broward counties), South Florida Building Code (SFBC-94)?

☐ A. Built in compliance with the FBC: Year Built _____. For homes built in 2002/2003 provide a permit application with a date after 3/1/2002: Building Permit Application Date (MM/DD/YYYY) ____/____/_____

☐ B. For the HVHZ Only: Built in compliance with the SFBC-94: Year Built _____. For homes built in 1994, 1995, and 1996 provide a permit application with a date after 9/1/1994: Building Permit Application Date (MM/DD/YYYY) ___/___/_____

☑ C. Unknown or does not meet the requirements of Answer "A" or "B"

2. **Roof Covering:** Select all roof covering types in use. Provide the permit application date OR FBC/MDC Product Approval number OR Year of Original Installation/Replacement OR indicate that no information was available to verify compliance for each roof covering identified.

| 2.1 Roof Covering Type: | Permit Application Date | FBC or MDC Product Approval # | Year of Original Installation or Replacement | No Information Provided for Compliance |
|---|---|---|---|---|
| ☑ 1. Asphalt/Fiberglass Shingle | 07/19/2016 | 2016055527 | | ☐ |
| ☐ 2. Concrete/Clay Tile | ___/___/_____ | | | ☐ |
| ☐ 3. Metal | ___/___/_____ | | | ☐ |
| ☐ 4. Built Up | ___/___/_____ | | | ☐ |
| ☐ 5. Membrane | ___/___/_____ | | | ☐ |
| ☑ 6. Other ROLL ROOF | 07/19/2016 | 2016055527 | | ☐ |

☑ A. All roof coverings listed above meet the FBC with a FBC or Miami-Dade Product Approval listing current at time of installation OR have a roofing permit application date on or after 3/1/02 OR the roof is original and built in 2004 or later.

☐ B. All roof coverings have a Miami-Dade Product Approval listing current at time of installation OR (for the HVHZ only) a roofing permit application after 9/1/1994 and before 3/1/2002 OR the roof is original and built in 1997 or later.

☐ C. One or more roof coverings do not meet the requirements of Answer "A" or "B".

☐ D. No roof coverings meet the requirements of Answer "A" or "B".

3. **Roof Deck Attachment**: What is the **weakest** form of roof deck attachment?

☐ A. Plywood/Oriented strand board (OSB) roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by staples or 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift less than that required for Options B or C below.

☐ B. Plywood/OSB roof sheathing with a minimum thickness of 7/16"inch attached to the roof truss/rafter (spaced a maximum of 24"inches o.c.) by 8d common nails spaced a maximum of 12" inches in the field.-OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent or greater resistance 8d nails spaced a maximum of 12 inches in the field or has a mean uplift resistance of at least 103 psf.

☑ C. Plywood/OSB roof sheathing with a minimum thickness of 7/16"inch attached to the roof truss/rafter (spaced a maximum of 24"inches o.c.) by 8d common nails spaced a maximum of 6" inches in the field. -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board (or 1 nail per board if each board is equal to or less than 6 inches in width). -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure.**

or greater resistance than 8d common nails spaced a maximum of 6 inches in the field or has a mean uplift resistance of at least 182 psf.

- ☐ D. Reinforced Concrete Roof Deck.
- ☐ E. Other: _____
- ☐ F. Unknown or unidentified.
- ☐ G. No attic access.

4. **Roof to Wall Attachment:** What is the **WEAKEST** roof to wall connection? (Do not include attachment of hip/valley jacks within 5 feet of the inside or outside corner of the roof in determination of WEAKEST type)

- ☑ A. Toe Nails
  - ☐ Truss/rafter anchored to top plate of wall using nails driven at an angle through the truss/rafter and attached to the top plate of the wall, or
  - ☑ Metal connectors that do not meet the minimal conditions or requirements of B, C, or D

**Minimal conditions to qualify for categories B, C, or D. All visible metal connectors are:**

- ☐ Secured to truss/rafter with a minimum of three (3) nails, **and**
- ☐ Attached to the wall top plate of the wall framing, or embedded in the bond beam, with less than a ½" gap from the blocking or truss/rafter **and** blocked no more than 1.5" of the truss/rafter, **and** free of visible severe corrosion.

- ☐ B. Clips
  - ☐ Metal connectors that do not wrap over the top of the truss/rafter, **or**
  - ☐ Metal connectors with a minimum of 1 strap that wraps over the top of the truss/rafter and does not meet the nail position requirements of C or D, but is secured with a minimum of 3 nails.
- ☐ C. Single Wraps
  Metal connectors consisting of a single strap that wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side and a minimum of 1 nail on the opposing side.
- ☐ D. Double Wraps
  - ☐ Metal Connectors consisting of 2 separate straps that are attached to the wall frame, or embedded in the bond beam, on either side of the truss/rafter where each strap wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side, and a minimum of 1 nail on the opposing side, **or**
  - ☐ Metal connectors consisting of a single strap that wraps over the top of the truss/rafter, is secured to the wall on both sides, and is secured to the top plate with a minimum of three nails on each side.
- ☐ E. Structural Anchor bolts structurally connected or reinforced concrete roof.
- ☐ F. Other: _____
- ☐ G. Unknown or unidentified
- ☐ H. No attic access

5. **Roof Geometry:** What is the roof shape? (Do not consider roofs of porches or carports that are attached only to the fascia or wall of the host structure over unenclosed space in the determination of roof perimeter or roof area for roof geometry classification).

- ☐ A. Hip Roof — Hip roof with no other roof shapes greater than 10% of the total roof system perimeter.
  Total length of non-hip features: _____ feet; Total roof system perimeter: _____ feet
- ☐ B. Flat Roof — Roof on a building with 5 or more units where at least 90% of the main roof area has a roof slope of less than 2:12. Roof area with slope less than 2:12 _____ sq ft; Total roof area _____sq ft
- ☑ C. Other Roof — Any roof that does not qualify as either (A) or (B) above.

6. **Secondary Water Resistance (SWR):** (standard underlayments or hot-mopped felts do not qualify as an SWR)

- ☐ A. SWR (also called Sealed Roof Deck) Self-adhering polymer modified-bitumen roofing underlayment applied directly to the sheathing or foam adhesive SWR barrier (not foamed-on insulation) applied as a supplemental means to protect the dwelling from water intrusion in the event of roof covering loss.
- ☑ B. No SWR.
- ☐ C. Unknown or undetermined.

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

7. **Opening Protection:** What is the **weakest** form of wind borne debris protection installed on the structure? **First**, use the table to determine the weakest form of protection for each category of opening. **Second**, (a) check one answer below (A, B, C, N, or X) based upon the lowest protection level for ALL Glazed openings **and** (b) check the protection level for all Non-Glazed openings (.1, .2, or .3) as applicable.

| **Opening Protection Level Chart**<br>**Place an "X" in each row to identify all forms of protection in use for each opening type. Check only one answer below (A thru X), based on the weakest form of protection (lowest row) for any of the Glazed openings and indicate the weakest form of protection (lowest row) for Non-Glazed openings.** | | **Glazed Openings** | | | | **Non-Glazed Openings** | |
|---|---|---|---|---|---|---|---|
| | | **Windows or Entry Doors** | **Garage Doors** | **Skylights** | **Glass Block** | **Entry Doors** | **Garage Doors** |
| **N/A** | Not Applicable- there are no openings of this type on the structure | | X | X | X | | X |
| **A** | Verified cyclic pressure & large missile (9-lb for windows doors/4.5 lb for skylights) | | | | | | |
| **B** | Verified cyclic pressure & large missile (4-8 lb for windows doors/2 lb for skylights) | | | | | | |
| **C** | Verified plywood/OSB meeting Table 1609.1.2 of the FBC 2007 | | | | | | |
| **D** | Verified Non-Glazed Entry or Garage doors indicating compliance with ASTM E 330, ANSI/DASMA 108, or PA/TAS 202 for wind pressure resistance | | | | | | |
| **N** | Opening Protection products that appear to be A or B but are not verified | | | | | | |
| | Other protective coverings that cannot be identified as A, B, or C | | | | | | |
| **X** | No Windborne Debris Protection | X | | | | X | |

☐ **A. Exterior Openings Cyclic Pressure and 9-lb Large Missile (4.5 lb for skylights only)** All Glazed openings are protected at a minimum, with impact resistant coverings or products listed as wind borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level A in the table above).

- Miami-Dade County PA 201, 202, **and** 203
- Florida Building Code Testing Application Standard (TAS) 201, 202, **and** 203
- American Society for Testing and Materials (ASTM) E 1886 **and** ASTM E 1996
- Southern Standards Technical Document (SSTD) 12
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996
- For Garage Doors Only: ANSI/DASMA 115

☐ A.1 All Non-Glazed openings classified as A in the table above, or no Non-Glazed openings exist

☐ A.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level B, C, N, or X in the table above

☐ A.3 One or More Non-Glazed Openings is classified as Level B, C, N, or X in the table above

☐ **B. Exterior Opening Protection- Cyclic Pressure and 4 to 8-lb Large Missile (2-4.5 lb for skylights only)** All Glazed openings are protected, at a minimum, with impact resistant coverings or products listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level B in the table above):

- ASTM E 1886 **and** ASTM E 1996 (Large Missile – 4.5 lb.)
- SSTD 12 (Large Missile – 4 lb. to 8 lb.)
- For Skylights Only: ASTM E 1886 **and** ASTM E 1996 (Large Missile - 2 to 4.5 lb.)

☐ B.1 All Non-Glazed openings classified as A or B in the table above, or no Non-Glazed openings exist

☐ B.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level C, N, or X in the table above

☐ B.3 One or More Non-Glazed openings is classified as Level C, N, or X in the table above

☐ **C. Exterior Opening Protection- Wood Structural Panels meeting FBC 2007** All Glazed openings are covered with plywood/OSB meeting the requirements of Table 1609.1.2 of the FBC 2007 (Level C in the table above).

☐ C.1 All Non-Glazed openings classified as A, B, or C in the table above, or no Non-Glazed openings exist

☐ C.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level N or X in the table above

☐ C.3 One or More Non-Glazed openings is classified as Level N or X in the table above

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

☐ **N. Exterior Opening Protection (unverified shutter systems with no documentation)** All Glazed openings are protected with protective coverings not meeting the requirements of Answer "A", "B", or C" or systems that appear to meet Answer "A" or "B" with no documentation of compliance (Level N in the table above).

☐ N.1 All Non-Glazed openings classified as Level A, B, C, or N in the table above, or no Non-Glazed openings exist

☐ N.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level X in the table above

☐ N.3 One or More Non-Glazed openings is classified as Level X in the table above

☑ **X. None or Some Glazed Openings** One or more Glazed openings classified and Level X in the table above.

***MITIGATION INSPECTIONS MUST BE CERTIFIED BY A QUALIFIED INSPECTOR.***
***Section 627.711(2), Florida Statutes, provides a listing of individuals who may sign this form.***

| Qualified Inspector Name: | License Type: | License or Certificate #: |
|---|---|---|
| Danny James Cagua | Home Inspector | HI9141 |

| Inspection Company: | Phone: |
|---|---|
| Elite Group Solutions LLC | (305) 456-0858 |

## Qualified Inspector – I hold an active license as a: (check one)

☑ Home inspector licensed under Section 468.8314, Florida Statutes who has completed the statutory number of hours of hurricane mitigation training approved by the Construction Industry Licensing Board and completion of a proficiency exam.

☐ Building code inspector certified under Section 468.607, Florida Statutes.

☐ General, building or residential contractor licensed under Section 489.111, Florida Statutes.

☐ Professional engineer licensed under Section 471.015, Florida Statutes.

☐ Professional architect licensed under Section 481.213, Florida Statutes.

☐ Any other individual or entity recognized by the insurer as possessing the necessary qualifications to properly complete a uniform mitigation verification form pursuant to Section 627.711(2), Florida Statutes.

**Individuals other than licensed contractors licensed under Section 489.111, Florida Statutes, or professional engineer licensed under Section 471.015, Florida Statues, must inspect the structures personally and not through employees or other persons. Licensees under s.471.015 or s.489.111 may authorize a direct employee who possesses the requisite skill, knowledge, and experience to conduct a mitigation verification inspection.**

**I,** Danny James Cagua **(print name) am a qualified inspector and I personally performed the inspection or (*licensed contractors and professional engineers only*) I had my employee (_____) perform the inspection (print name of inspector) and I agree to be responsible for his/her work.**

**Qualified Inspector Signature:** _____ **Date:** 10/18/2016

**An individual or entity who knowingly or through gross negligence provides a false or fraudulent mitigation verification form is subject to investigation by the Florida Division of Insurance Fraud and may be subject to administrative action by the appropriate licensing agency or to criminal prosecution. (Section 627.711(4)-(7), Florida Statutes) The Qualified Inspector who certifies this form shall be directly liable for the misconduct of employees as if the authorized mitigation inspector personally performed the inspection.**

**Homeowner to complete:** I certify that the named Qualified Inspector or his or her employee did perform an inspection of the residence identified on this form and that proof of identification was provided to me or my Authorized Representative.

**Signature:** _____ **Date:** 10/18/2016

**An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree. (Section 627.711(7), Florida Statutes)**

**The definitions on this form are for inspection purposes only and cannot be used to certify any product or construction feature as offering protection from hurricanes.**

**Inspectors Initials** DC **Property Address** 1400 NW 113 TER MIAMI, FL 33167

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

Front Elevation

Back Elevation

Side Elevation

Side Elevation

Roll Roof

Shingle Roof

1756 N Bayshore Drive #20A Miami, FL 33132 Phone: (305) 456-0858 Email:Danny212006@aol.com

Non-Protected Door

Non-Protected Windows

Non-Protected Windows

Tongue & Groove Decking

Tongue & Groove Decking

1400 NW 113 TER MIAMI, FL 33167

**Please note insurance carriers may process the answer to Question #9, Opening Protection, in different ways. Only your carrier or qualified insurance professional can discuss your carrier's polices and qualify the potential premium impacts, if any, of achieving a stronger ratings on Question #9. However, the below deficiencies report provides a guideline for the achievement of the most commonly useful levels of large -missile impact protection:**
**To Protect All Openings: (Answer "A") Class A Rating**
**In order to obtain a valid large-missile impact rating on ALL openings, the following area (s) would need to be protected or replaced with a hurricane rated/qualified product:**

ALL WINDOWS AND DOORS NEED TO BE PROTECTED

**Notes:**

- **The deficiency report is provided as a courtesy. If you believe anything on the deficiency report to be inaccurate, please contact Elite Group Solutions LLC immediately at (305) 456-0858.**
- **A rated/qualifying product meets the requirements listed on the Uniform Mitigation Verification Inspection Form for "Large Missile Impact" (9lb large missile for Answer A & E). Products meeting requirements at 2 to 8lbs large missile test qualify for Answer B & F , respectively.**
- **After these deficiencies have been addressed, you may contact Elite Group Solutions immediately at (305) 456-0858 for a re- inspection to improve your rating. Proof such as a (NOA) Notice of Acceptance or FBC product approval will be examined during the re-inspection.**
- **This deficiency report does not take into account any limitations that may exist due to your condo or homeowner's association guidelines.**

# Online Learning

# *Certificate*

This certifies that

Danny Cagua

License Number/s

hi9141

Has successfully completed
the Final Exam for

**Hurricane Mitigation Training and Techniques - v2**

Course Number 0610085

*on 09-11-2015*

AAA Construction School, Inc.

34 Arlington Road South · Jacksonville, FL 32216

Provider Number: CILB 0000972 · BCAIB 0000972 · Home Inspection 0000972

Mold Related Services: 0000972 · FBPE: 0006140 · Miami-Dade: D097 · Division of State Fire Marshall: 14663

# Exhibit "B"

Ex. B-2

**Citizens Property Insurance Corporation**
2101 Maryland Circle
Tallahassee, FL 32303

# Certified Policy Request

**Date:** 4/21/2025

**Requestor's Name:** Rebecca Hafers **Contact Number:** 251-332-2455

**Requestor's Employer:** CNC Catastrophe **Email Address:** Rebecca.Hafers@citizensfla.com

| Insured's Name: Milande Leo | | Date of Loss: 06/03/2025 |
|---|---|---|
| Policy Number: 11176143 | Policy Term: 10/25/24-10/25/25 | Claim Number: 001-00-607838 |

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

☒ Certified Copy of the Policy in Force on the Date of Loss (includes the policy form, the dec page and policy endorsements in force on the date of loss).

☐ Renewal Packet sent to the policyholder for the most recent renewal prior to the date of loss (in addition to the renewal offer, this includes the "Notice of Change in Policy Terms", policy documents, and other policy-related information).

☐ Certified Copy of Other Policy (or Policies) and Renewal Packet(s) for terms unrelated to the Date of Loss:

- For each policy being requested, list the year the policy was in force: _____
- For each renewal packet being requested, please specify the year of each policy for which a renewal packet is being requested. _____

☐ Underwriting information, including the completed application, inspection reports, and agent communications regarding the risk.

☐ Policy notes relating to the Policy in Force on the Date of Loss.*

*Please allow two to three weeks for a reply to a request that includes policy notes.

**For other information, please send a public records request to Citizens' Records Custodian at the mailing address, email address, or fax number provided on this form.**

Where should the documents be sent; please select one. ☒ *E-mail* ☐ *US Mail*

Email Address: vhammond@piccfla.com

Mailing Address: 20201 NE 16th Pl City: Miami State: FL Zip Code: 33179

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

**Requirements**

**Insured –** Complete and return the form
**Public Adjusters -** Complete and return the form with a copy of the letter of representation with your request.
**Attorneys -** Complete and return the form. Please include a copy of the letter of representation with your request.
**Agents** – In order to receive a copy of the policy, you must be the agent of record for the policy term you are requesting. Complete and return the form.

Please return this document to
CertifiedPolicyRequests@Citizensfla.com

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

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

# AFFIDAVIT OF CUSTODIAN OF RECORDS

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

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

2. Attached hereto is a copy of Citizens' Policy No**. 11176143 of** Policyholder **MILANDE LEO.**

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

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

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

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

June 12, 2025
Date

**Teneka Turner**
Records Assistant
Citizens Property Insurance Corporation

Carlos Beruff, Chairman, Manatee County ● Josh Becksmith, St. Johns County ● Jason Butts, Pinellas County
LeAnna Cumber, Duval County ● Erin Knight, Miami-Dade County ● Charlie Lydecker, Volusia County
Jamie Shelton, Duval County ● Robert A. Spottswood, Monroe County ● Frank White, Escambia County
Tim Cerio, President/CEO and Executive Director

**CITIZENS PROPERTY INSURANCE CORPORATION**
301 W BAY STREET, SUITE 1300
**JACKSONVILLE FL 32202-5142**

CITIZENS
PROPERTY INSURANCE CORPORATION

## Homeowners HO-3 Special Form Policy - Declarations

**POLICY NUMBER:** 11176143 - 2 **POLICY PERIOD:** **FROM** 10/25/2024 **TO** 10/25/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** RENEWAL

| **Named Insured and Mailing Address:** | **Location Of Residence Premises:** | **Agent:** **Fl. Agent Lic. #:** W506647 |
|---|---|---|
| **First Named Insured:**<br>MILANDE LEO<br>710 NE 50TH CT<br>DEERFIELD BEACH, FL 33064-4838<br>Phone Number: 954-263-7059 | 710 NE 50TH CT<br>DEERFIELD BEACH FL 33064-4838<br>**County:**BROWARD | ALWAYS COVERED INSURANCE SERVICES, INC.<br>XARIA SCOTT<br>7901A W MCNABB RD<br>TAMARAC, FL 33321<br>Phone Number: 954-241-3931 |
| **Primary Email Address:**<br>majormove24@gmail.com | | **Citizens Agency ID#:** 31597 |

**Additional Named Insured:** Please refer to “ADDITIONAL NAMED INSURED(S)” section for details

Coverage is only provided where a premium and a limit of liability is shown

**All Other Perils Deductible: $2,500**

**Hurricane Deductible: $5,590 (2%)**

| | LIMIT OF LIABILITY | ANNUAL PREMIUM |
|---|---|---|
| **SECTION I - PROPERTY COVERAGES** | | $9,337 |
| A. Dwelling : | $279,500 | |
| B. Other Structures: | $5,590 | |
| C. Personal Property: | $69,880 | |
| D. Loss of Use: | $27,950 | |
| **SECTION II - LIABILITY COVERAGES** | | |
| E. Personal Liability: | $100,000 | $9 |
| F. Medical Payments: | $2,000 | INCLUDED |
| **OTHER COVERAGES** | | |
| Ordinance or Law Limit (25% of Cov A) | (See Policy) | Included |

| | |
|---|---|
| **SUBTOTAL:** | **$9,346** |
| **Florida Hurricane Catastrophe Fund Build-Up Premium:** | $238 |
| **Premium Adjustment Due To Allowable Rate Change:** | $0 |
| **MANDATORY ADDITIONAL CHARGES**: | |
| 2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment | $96 |
| Emergency Management Preparedness and Assistance Trust Fund (EMPA) | $2 |
| Tax-Exempt Surcharge | $168 |
| **STATUTORY INSURANCE PREMIUM DEDUCTIONS:** | |
| Insurance Premium Deduction | ($168) |
| State Fire Marshal Regulatory Assessment Deduction | ($24) |
| **TOTAL POLICY PREMIUM INCLUDING ANY ADDITIONAL CHARGES, ASSESSMENTS, AND ADJUSTMENTS:** | **$9,658** |

The portion of your premium for:

Hurricane Coverage is $8,052 Non-Hurricane Coverage is $1,532

**Authorized By:** XARIA SCOTT **Processed Date:** 09/04/2024

CITIZENS PROPERTY INSURANCE CORPORATION
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CITIZENS
PROPERTY INSURANCE CORPORATION

## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 11176143 - 2

**First Named Insured:** MILANDE LEO

**POLICY PERIOD: FROM** 10/25/2024 **TO** 10/25/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Forms and Endorsements applicable to this policy:**
CIT 23 70 12 23, CIT 04 85 02 23, CIT HO-3 06 23, CIT 04 96 02 23, CIT HO 03 15 10 23, CIT 24 12 23, CIT 04 86 02 23, CIT HO 01 09 03 24, IL P 001 01 04, CIT 27 12 23

| Rating/Underwriting Information | | | |
|---|---|---|---|
| **Year Built:** | 1959 | **Protective Device - Burglar Alarm:** | No |
| **Town / Row House:** | No | **Protective Device - Fire Alarm:** | No |
| **Construction Type:** | Masonry | **Protective Device - Sprinkler:** | None |
| **BCEGS:** | Ungraded | **No Prior Insurance Surcharge:** | No |
| **Territory / Coastal Territory:** | 037 / 48 | **Terrain:** | C |
| **Wind / Hail Exclusion:** | No | **Roof Cover:** | FBC Equivalent |
| **Municipal Code - Police:** | 296 | **Roof Cover - FBC Wind Speed:** | N/A |
| **Municipal Code - Fire:** | 296 | **Roof Cover - FBC Wind Design:** | N/A |
| **Occupancy:** | Owner Occupied | **Roof Deck Attachment:** | Unknown |
| **Use:** | Primary | **Roof-Wall Connection:** | Unknown |
| **Months Unoccupied:** | None | **Secondary Water Resistance:** | Unknown |
| **Non-Primary Residence Rate Applied:** | Yes | **Roof Shape:** | Gable |
| **Number of Families:** | 1 | **Opening Protection:** | Class A |
| **Protection Class:** | 1 | **Roof Update Year:** | 2010 |
| **Distance to Hydrant (ft.):** | 500 | **Roof Material:** | Shingles - Architectural |
| **Distance to Fire Station (mi.):** | 1 | **Unsound/Insurer in Receivership Rate:** | No |

A premium adjustment of ($2,274) is included to reflect the building's wind loss mitigation features or construction techniques that exists.

A premium adjustment of $0 is included to reflect the building code effectiveness grade for your area. Adjustments range from a 2% surcharge to a 13% credit.

Your property coverage limits have been adjusted for inflation.

Your policy premium has increased by $2,155. Of this amount:

The premium difference due to an approved rate change is $2,189
The premium difference due to changes in your coverage is $122
The premium difference due to mandatory additional charges plus FHCF Build-up is $36

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 11176143 - 2

**First Named Insured:** MILANDE LEO

**POLICY PERIOD: FROM** 10/25/2024 **TO** 10/25/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**ADDITIONAL NAMED INSURED(S)**

| Name | Address |
|---|---|
| SERGE VIXAMAR | 710 NE 50TH CT DEERFIELD BEACH, FL 33064-4838 |

**ADDITIONAL INTEREST(S)**

| # | Interest Type | Name and Address | Loan Number |
|---|---|---|---|
| 1 | 1st Mortgagee | PENNYMAC LOAN SERVICES LLC ISAOA<br>PO BOX 6618 SPRINGFIELD, OH 45501-6618 | 8019257184 |

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 11176143 - 2

**First Named Insured:** MILANDE LEO

**POLICY PERIOD: FROM** 10/25/2024 **TO** 10/25/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**WARNING: PREMIUM PRESENTED COULD INCREASE IF CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR CATASTROPHE.**

# FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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

**EXCEPT AS OTHERWISE PROVIDED, FLORIDA LAW REQUIRES SECURING AND MAINTAINING FLOOD INSURANCE AS A CONDITION OF COVERAGE WITH CITIZENS. FLOOD INSURANCE MUST BE MAINTAINED THROUGHOUT THE POLICY PERIOD AND EVERY RENEWAL THEREAFTER. CITIZENS MAY DENY COVERAGE OF A PERSONAL LINES RESIDENTIAL RISK TO AN APPLICANT OR INSURED WHO REFUSES TO SECURE AND MAINTAIN FLOOD INSURANCE.**

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 11176143 - 2
**First Named Insured:** MILANDE LEO

**POLICY PERIOD: FROM** 10/25/2024 **TO** 10/25/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**If this Policy is located within the Special Flood Hazard area defined by the Federal Emergency Management Agency (FEMA), flood coverage must be in place.**

**If the property insured by Citizens under this policy is located outside of the Special Flood Hazard area, flood coverage must be in place effective on or after:**

**a. January 1, 2024, for a structure that has a dwelling replacement cost of $600,000 or more.**
**b. January 1, 2025, for a structure that has a dwelling replacement cost of $500,000 or more.**
**c. January 1, 2026, for a structure that has a dwelling replacement cost of $400,000 or more.**
**d. January 1, 2027, for all property insured by Citizens.**

---

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

---

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

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**Homeowners HO-3 Special Form Policy - Declarations**

**Policy Number:** 11176143 - 2

**First Named Insured:** MILANDE LEO

**POLICY PERIOD: FROM** 10/25/2024 **TO** 10/25/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

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

## TO REPORT A LOSS OR CLAIM CALL 866.411.2742

IN CASE OF LOSS TO COVERED PROPERTY, YOU MUST TAKE REASONABLE EMERGENCY MEASURES SOLELY TO PROTECT THE PROPERTY FROM FURTHER DAMAGE IN ACCORDANCE WITH THE POLICY PROVISIONS.

PROMPT NOTICE OF THE LOSS MUST BE GIVEN TO US OR YOUR INSURANCE AGENT. EXCEPT FOR REASONABLE EMERGENCY MEASURES, THERE IS NO COVERAGE FOR REPAIRS THAT BEGIN BEFORE THE EARLIER OF: (A) 72 HOURS AFTER WE ARE NOTIFIED OF THE LOSS, (B) THE TIME OF LOSS INSPECTION BY US, OR (C) THE TIME OF OTHER APPROVAL BY US.

THIS POLICY CONTAINS LIMITS ON CERTAIN COVERED LOSSES, ALL SUBJECT TO THE TERMS AND CONDITIONS OF YOUR POLICY. THESE LIMITS MAY INCLUDE A $10,000 LIMIT ON COVERAGE FOR COVERED LOSSES CAUSED BY ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM FROM SPECIFIED HOUSEHOLD SYSTEMS, SEEPAGE OR LEAKAGE OF WATER OR STEAM, CONDENSATION, MOISTURE OR VAPOR, AS DESCRIBED AND INSURED IN YOUR POLICY (HEREAFTER COLLECTIVELY REFERRED TO AS ACCIDENTAL DISCHARGE OF WATER IN THIS PARAGRAPH). AS ANOTHER EXAMPLE,THERE IS ALSO LIMIT OF $3,000 APPLICABLE TO REASONABLE EMERGENCY MEASURES TAKEN TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER. THE AMOUNT WE PAY FOR THE NECESSARY REASONABLE EMERGENCY MEASURES YOU TAKE SOLELY TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER WILL BE DEDUCTED FROM THE $10,000 LIMIT ON COVERAGE FOR ACCIDENTAL DISCHARGE OF WATER.

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

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.**

# NOTICE OF PRIVACY POLICY

| FACTS | WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION? |
|---|---|
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do. |
| **What?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>- Social Security number<br>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth and occupation<br>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information<br>- Credit card or bank account information<br>- Mortgage information<br>- Information from your visits to *www.citizensfla.com*<br>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice. |
| **How?** | All financial companies need to share customers' personal information to run their everyday business. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Citizens share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes** – we share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law. | Yes | No |
| **For our marketing purposes** – to offer our products and services to you | No | We don't share. |
| **For joint marketing with other financial companies** | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your transactions and experiences | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your creditworthiness | No | We don't share. |
| **For nonaffiliates to market to you** | No | We don't share. |
| **Questions?** | Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to www.citizensfla.com | |

| What we do | |
|---|---|
| How does Citizens protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees and vendors are authorized to access information only for valid business reasons. They must agree in writing to maintain the confidentiality of nonpublic personal information. We do not share medical information unless authorized by you or as required by law. |
| How does Citizens collect my personal information? | We collect your personal information, for example, when:<br>- You apply for insurance<br>- We process your application<br>- You pay insurance premiums<br>- You give us your contact information<br>- You give information to your agent or property inspector<br>- You file an insurance claim (or if a claim is made against you)<br>- You show us your government-issued ID or driver's license<br>- You visit Citizens' website if you voluntarily provide the information<br>We also collect information, such as your loss history, from other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:<br>- Sharing for affiliates' everyday business purposes – information about your creditworthiness<br>- Affiliates from using your information to market to you<br>- Sharing for nonaffiliates to market to you<br>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| **Definitions** | |
| Affiliates | These are companies related by common ownership or control. They can be financial and nonfinancial companies.<br>Citizens has no affiliates. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:<br>- Independent insurance agents and agencies<br>- Independent adjusters or claims representatives<br>- Inspection companies<br>- Auditors<br>- Insurance support organizations<br>- Attorneys, courts, and government agencies |
| Joint marketing | This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>Citizens does not jointly market. |
| **Other important information** | |
| State law: The Florida public records law requires that all information received by a state entity be made available to anyone upon request, including e-mail addresses, unless the information is subject to a specific statutory exemption. | |

| Page 3 | |
|---|---|

| Notice of Collection and Use of Social Security Numbers | |
|---|---|
| Introduction | Section 119.071(5), Florida Statutes, governs the collection of Social Security numbers by certain government entities, including Citizens. Citizens collects Social Security numbers only in cases where it is specifically authorized to do so or when it is imperative for performance of Citizens' duties. To protect your identity, Citizens secures your Social Security number from unauthorized access and strictly prohibits the release of your Social Security number to unauthorized parties contrary to state or federal law. |
| How are Social Security numbers used to underwrite and service my policy? | Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:<br>- Obtaining loss history reports for underwriting purposes<br>- Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes<br>- Reporting unclaimed property to state government agencies<br>- Processing insurance claims<br>- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements |

**Table of Laws and Regulations**

The table below summarizes the purposes for which Citizens collects Social Security numbers and the laws and regulations under which collection is authorized or required. It also identifies whether collection is authorized by statute or mandatory for the performance of that agency's duties and responsibilities as prescribed by law.

| Purpose for Collection | Law or Regulation | Authorized by Statute | Mandatory for Performance of Agency Duties |
|---|---|---|---|
| Obtaining Loss History Reports | 627.351(6)(n), Florida Statutes | | ✓ |
| Implementing the enhanced clearinghouse application | 627.3518(3)(e), Florida Statutes | | ✓ |
| Reporting unclaimed property | Chapter 717, Florida Statutes | ✓ | |
| Processing insurance claims | 627.351(6)(k) | | ✓ |
| Office of Foreign Asset Control requirements | 31 CFR 501 et seq | | ✓ |

CITIZENS
PROPERTY INSURANCE CORPORATION

# POLICYHOLDER NOTICE
# IMPORTANT INFORMATION

Dear Policyholder,

Ordinance or Law coverage is an important coverage provided to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition. This coverage is available at either 25% or 50% of the Coverage A limit of liability shown in your policy Declarations.

Ordinance or Law coverage in the amount of 25% of the Coverage A limit of liability may be included in your policy at no additional premium. If you choose (or have chosen) the 50% option, the additional coverage and premium will be reflected in your policy Declarations.

However, for those insureds with a Citizens Homeowners 8 policy (Policy form CIT HO-8), if you have chosen (or choose) actual cash value loss settlement and Form CIT 04 81, Actual Cash Value And Exclusion of Ordinance or Law, is shown in your policy Declarations, Ordinance or Law Coverage is **not** provided in your policy.

If you wish to add or change Ordinance or Law coverage, you must request this from your agent. Please note this addition or change in coverage may only occur at renewal.

CITIZENS PROPERTY INSURANCE CORPORATION

# Acknowledgement of Potential Surcharge and Assessment Liability

We are required by law to send you this notice to inform you about the potential for surcharges and assessments to be applied to your policy.

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES AND ASSESSMENTS, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES AND ASSESSMENTS COULD BE AS HIGH AS 25 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 15 PERCENT OF MY PREMIUM, BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

More information regarding assessments and surcharges is available under the *Policyholder* section of our website, *www.citizensfla.com*.

Citizens Property Insurance Corporation

## POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of $3,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

| | Citizens Policy | ABC Insurance Policy |
|---|---|---|
| **If your annual premium is:** | $3,000 | $3,000 |
| **Tier 1**: Potential Citizens Policyholder Surcharge (one- time assessment up to 15% of premium) | $450 | N/A |
| **Tier 2**: Potential Emergency Assessment (up to 10% of premium annually, may apply for multiple years) [1] | $300 | $300 |
| **Potential Annual Assessment:** | **$750** | **$300** |

**Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law. Assessment tiers are triggered based on the severity of the deficit. Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.**

Notes:

1 – Tier 2 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

CITIZENS
PROPERTY INSURANCE CORPORATION

**POLICYHOLDER NOTICE**
**IMPORTANT INFORMATION**

Dear Policyholder,

This offer of renewal contains a separate deductible for hurricane losses and a separate deductible for all other peril (AOP) losses. The hurricane deductible and AOP deductible you previously selected are shown in the enclosed Declaration page(s) of this renewal offer.

Citizens offers you the choice of several hurricane deductible options. If your policy dwelling limit is $100,000 or more (or personal property limit, if applicable), you may choose a hurricane deductible of 2, 5 or 10 percent of your limit. In addition to these deductibles, you may also choose a hurricane deductible of $500 if your policy dwelling limit is less than $100,000 (or personal property limit, if applicable).

The all other perils (AOP) deductible options you may choose are $500, $1,000 or $2,500, but may not exceed the hurricane deductible you select.

All of these deductible options may not be available due to the policy dwelling limit (or personal property limit, if applicable).

You may select different deductibles now or at any future renewal. If you have suffered hurricane losses in the current calendar year, a request to reduce your hurricane deductible will not be effective until January 1 of the following year.

A mandatory sinkhole deductible may apply in some policies and will be shown in your Declarations, if applicable.

If you have questions about these deductibles or want to change your deductibles, contact your Citizens agent for assistance. **The request to change your deductibles must be received by Citizens prior to the renewal date of your policy.**

*This notice does not provide coverage nor does this notice replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided with. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.*

# Checklist of Coverage

**Policy Type:** Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: $279,500

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: $5,590

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Personal Property Coverage

Limit of Insurance: $69,880

Loss Settlement Basis: Actual Cash Value

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Deductibles

Annual Hurricane: $5,590 (2%)

All Perils (Other Than Hurricane): $2,500

## Checklist of Coverage (continued)

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

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

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

| **Loss of Use Coverage** | | | |
|---|---|---|---|
| Coverage | | Limit of Insurance | Time Limit |
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | | |
| Y | Additional Living Expense | $27,950 | 24 Consecutive Months |
| Y | Fair Rental Value | | 24 Consecutive Months |
| Y | Civil Authority Prohibits Use | | 2 weeks |

| **Property - Additional/Other Coverages** | | | | |
|---|---|---|---|---|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | Limit of Insurance | Amount of insurance is an additional amount of coverage or is included within the policy limit. | |
| | | | Included | Additional |
| Y | Debris Removal | See Policy | Y | |
| Y | Reasonable Repairs | See Policy | Y | |
| Y | Property Removed | See Policy | Y | |
| N | Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money | | | |
| Y | Loss Assessment | $1,000 | | Y |
| Y | Collapse | See Policy | Y | |
| Y | Glass or Safety Glazing Material | See Policy | Y | |
| Y | Landlord's Furnishings | $2,500 | | Y |
| Y | Law and Ordinance | $69,880 | | Y |
| N | Grave Markers | | | |
| Y | Mold / Fungi | $10,000 | Y | |

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

## Checklist of Coverage (continued)

| Discounts | | |
|---|---|---|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied) | | Dollar ($) Amount of Discount |
| N | Multiple Policy | |
| N | Fire Alarm / Smoke Alarm / Burglar Alarm | |
| N | Sprinkler | |
| Y | Windstorm Loss Reduction | ($2,274) |
| N | Building Code Effectiveness Grading Schedule | |
| Y | Other | ($1,409) |

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

**Personal Liability Coverage**

Limit of Insurance: $100,000

**Medical Payments to Others Coverage**

Limit of Insurance: $2,000

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

| Insurer May Insert Any Other Liability Coverage Below | | |
|---|---|---|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | Limit of Insurance |
| Y | Mold Section II | $50,000 |
| | | |
| | | |
| | | |
| | | |

# Notice of Premium Discounts for Hurricane Loss Mitigation

## *** Important Information ***
About Your Personal Residential Insurance Policy

Dear Homeowner,

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

**What factors are considered in establishing my premium?**

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 92%.

**How can I take advantage of the discounts?**

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of $8,062.00 which is part of your total annual premium of $9,658.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

**Homes built prior to the 2001 building code**

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium ($) is **Reduced** by: |
|---|---|---|
| Roof Covering (i.e., shingles or tiles) | | |
| ● Meets the Florida Building Code. | Feature is being Applied | |
| ● Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.) | 23% | $2252 |
| How Your Roof is Attached | | |
| ● Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. | Feature is being Applied | |
| ● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. | 19% | $1822 |
| ● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood. | 22% | $2145 |

| | | |
|---|---|---|
| Roof-to-Wall Connection<br>● Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.<br>● Using Clips – defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.<br>● Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.<br>● Using Double Wraps – straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. | Feature is being Applied<br>7%<br>9%<br>9% | <br>$644<br>$859<br>$859 |
| Roof Shape<br>● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).<br>● Other. | 16%<br>Feature is being Applied | $1502 |
| Secondary Water Resistance (SWR)<br>● SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.<br>● No SWR. | 3%<br>Feature is being Applied | $323 |
| Shutters<br>● None.<br>● Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.<br>● Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards. | A better discount is already applied in this Category<br>A better discount is already applied in this Category<br>Feature is being Applied | |

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

## Homes built under the 2001 building code or later

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium ($) is **Reduced** by: |
|---|---|---|
| Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home. | 68% minimum discount does not apply to Citizens' policies. | Additional Credit may be available for upgraded roof-wall or roof deck attachments. Please contact your agent for information. |
| Shutters | | |
| ● None. | N/A | This section only applies to homes built after 2001 |
| ● Intermediate Type – shutters that are strong enough to meet half the old Miami-Dade building code standards. | N/A | N/A |
| ● Hurricane Protection Type – shutters that are strong enough to meet the current Miami-Dade building code standards. | N/A | N/A |
| Roof Shape | | |
| ● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). | N/A | N/A |
| ● Other. | N/A | N/A |

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from N/A to N/A .

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 954-241-3931.

CITIZENS
PROPERTY INSURANCE CORPORATION

# OUTLINE OF YOUR HOMEOWNERS 3 POLICY

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

**Please read your Homeowners policy carefully for complete descriptions and details**. Your Agent will assist you with any questions about your policy.

## SECTION I - PROPERTY COVERAGES

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

***Coverage A – Dwelling***

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

***Coverage B - Other Structures***

Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

***Coverage C - Personal Property***

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

***Coverage D - Loss Of Use***

Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss.

***Reasonable Emergency Measures***

Provides for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage by a peril insured against in accordance with the Policy provisions.

The coverage provides up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when covered loss is caused by accidental discharge or overflow of water or steam from within specified household systems, as described and insured in your policy. For covered loss from other perils insured against, other limits may apply.

***Additional Coverages and Other Coverages***

There are additional coverages and other coverages which include limitations and may not completely protect you against loss.

- Debris Removal
- Property Removed
- Fire Department Service Charge
- Loss Assessment
- Collapse
- Glass Or Safety Glazing Material
- Trees, Shrubs And Other Plants
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Landlord's Furnishings
- Ordinance or Law

Please review your policy for a complete list of items that have special limits and for property that is not covered by this policy.

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

## PERILS INSURED AGAINST

***Coverage A - Dwelling*** *and* ***Coverage B - Other Structures***

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

***Coverage C - Personal Property***

This policy insures under Coverage **C** against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Falling objects
- Smoke
- Aircraft
- Vehicles
- Volcanic eruption
- Theft (on premises only)
- Riot or civil commotion
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Vandalism or malicious mischief
- Catastrophic ground cover collapse
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity

There are some perils not covered under Coverage **A** or **B** and there are limitations to the perils insured against.

## PROPERTY EXCLUSIONS

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

- Sinkhole Loss
- Neglect
- Earth Movement And Settlement
- War or Nuclear Hazard
- Water (Flood and other Water Damage)
- Intentional Loss
- Inherent Vice, Decay, Defect and Mechanical Breakdown
- Theft away from the residence premises
- Off Premises Power Failure
- Repeated Seepage or Leakage of Water or Steam

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

## IMPORTANT DUTIES

Specific duties must be performed after a loss so that we may provide coverage for your loss as described in your policy. Prompt notice of the loss must be given to us or your insurance agent. Refer to the Duties After Loss condition in your policy.

***Notice of Claim to Us*** - Except for reasonable emergency measures, there **is no coverage for repairs** that begin before the earlier of: (a) 72 hours after we are notified of the loss, (b) the time of loss inspection by us, or (c) the time of other approval by us. Please carefully read your entire Policy. **To report a loss or claim, call Citizens Property Insurance Corporation at 866.411.2742**

## OTHER LIMITATIONS

***$10,000 limit on coverage*** - Your Policy contains limits on certain covered losses, which may include a $10,000 limit on coverage for covered losses caused by accidental discharge of water. Payment for reasonable emergency measures will be deducted from the $10,000 limit on coverage. Please read your policy carefully for specific information.

***Homesharing Activities -*** This Policy limits coverage for homesharing activities and does not provide personal liability coverage for homesharing activities.

***Claims, Supplemental Claims and Reopened Claims*** - A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy within 18 months after the date of loss.

***Sinkhole Loss*** – This policy **does not protect you against** loss due to sinkhole activity, unless Sinkhole Loss Coverage is shown in your Declarations and form **CIT 23 94** is also shown in your Declarations. If coverage is provided, a separate sinkhole deductible will apply and any sinkhole claim, including, but not limited to, initial, supplemental, and reopened sinkhole claims under this policy is barred unless notice of the sinkhole claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the sinkhole loss. Be sure to contact your agent to obtain this important coverage.

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

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

Citizens cannot insure or continue to insure your risk if you do not secure and maintain flood insurance in accordance with Florida law. Citizens **may deny** you insurance coverage if there is failure to secure and maintain flood insurance. See your Insurance Agent for additional detail.

***Windstorm*** - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **CIT 04 94** in your Declarations.

Be sure to contact your agent to obtain this important coverage if it is not provided in your policy.

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

***Ordinance Or Law*** – A coverage provided with specified limitations to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition.

***Vacant Property*** - If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, malicious mischief, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss. For all other covered perils, we will reduce the amount we would otherwise pay for a covered loss by 15%.

## SECTION II - LIABILITY COVERAGE

***Coverage E - Personal Liability***

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

***Coverage F - Medical Payments To Others***

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or, under certain circumstances, off the insured premises.

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

## NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. ***Your Right To Cancel*** - You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

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

When the policy has been in effect for 60 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy is cancelled for other than above, we may cancel by giving the first named insured at least 20 days written notice before the date cancellation takes effect.

If your policy has been in effect over 60 days, we may cancel your policy for only a limited number of reasons. We will then give the first named insured at least 120 days advance written notice.

Other cancellation conditions may also apply, for example when the property has been damaged as a result of a hurricane or pursuant to Section 627.351(6) Florida Statutes, your failure to maintain flood insurance. We may also cancel for specified reasons when the risk was most recently insured by an insurer that has been placed into receivership.

***Nonrenewal*** - If we do not intend or are unable to renew your policy, we will mail written notice to the first named insured. We will do so at least 120 days before the expiration date of the policy.

Except, if an offer of coverage from an authorized insurer is received at renewal through Citizens' policyholder eligibility clearinghouse program renders such risk ineligible for Citizens; or nonrenewal is for a policy assumed by an authorized insurer offering replacement or renewal coverage to you; we will nonrenew your policy and mail the written notice at least 45 days before the expiration date of the policy.

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

IMPORTANT - Citizens requires that your dwelling be insured to at least 100 percent of replacement cost value. This is the Coverage A limit of liability (Coverage A limit) in your Declarations. Due to changes in construction and labor costs, renewal offers may include a higher or lower Coverage A limit. A lower Coverage A limit decreases other coverage limits, including the limits of law and ordinance coverage, contents coverage, additional living expense coverage, and loss of rents coverage. If your renewal offer indicates a lower Coverage A limit and you prefer to renew your policy with no change in your current Coverage A limit, please contact your agent to determine whether such policy is available to you and to obtain the renewal premium quote for such policy.

***Depopulation Provisions*** – Your policy may be taken out, assumed, or removed from Citizens and replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

## PREMIUM CREDITS

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

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

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

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

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

## PREMIUM SURCHARGES

***Tax Exempt Surcharge*** – Statutory surcharge to augment the financial resources of Citizens.

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

## OPTIONAL COVERAGES AVAILABLE

- Personal Property Replacement Cost
- Sinkhole Loss Coverage
- Ordinance Or Law Coverage (Increased Amount Of Coverage)

**HOMEOWNERS**
**CIT 23 70 12 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

The following is added to **SECTION I – EXCLUSIONS** (This is SECTION **I** – EXCLUSIONS **A.** in **CIT HO-3**)

**WINDSTORM EXTERIOR PAINT OR WATERPROOFING**

We will not pay for loss caused by:

**1.** Windstorm or hail; or

**2.** Windstorm or hail during a "hurricane";

to paint, stain or waterproofing material, applied to the exterior of the building or structure.

All other provisions of this Policy apply.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SPECIAL PROVISIONS – FLORIDA

**DEFINITIONS**

The following definition is added:

"Hurricane deductible"

"Hurricane deductible" means the deductible applicable to loss caused by a "hurricane".

Definition **B.12.** "Hurricane occurrence" is deleted and replaced with the following:

**12.** "Hurricane"

"Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the "hurricane" including the time period in Florida:

**a.** Beginning at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and

**b.** Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**SECTION I – PROPERTY COVERAGES**

Under **C.** Coverage **C** – Personal Property, paragraph **3.m.** is deleted and replaced with the following:

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a 'hurricane", which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

(This is paragraph **3.j.** in **CIT HO-8**)

**SECTION I - CONDITIONS**

Under Condition **V.** Claim, Supplemental Claim, Or Reopened Claim, paragraph **3.** is deleted and replaced with the following:

**3.** For claims resulting from "hurricane(s)", tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the "hurricane" made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

(This is Condition **U.** in **CIT HO-4**)

Under Condition **V.** Claim, Supplemental Claim, Or Reopened Claim, the following paragraph is added as the last paragraph in the Condition.

The claim, supplemental claim or reopened time limitations above are tolled during any term of deployment to a combat zone or combat support posting which materially affects the ability of a named insured who is a servicemember as defined in Section 250.01 Florida Statutes, to file a claim, supplemental claim, or reopened claim.

(This is Condition **U.** in **CIT HO-4**)

**SECTIONS I AND II - CONDITIONS**

Condition **C.** Cancellation is deleted and replaced with the following:

**C. Cancellation**

**1.** You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

**2.** We may not cancel:

**a.** For a period of 90 days after the covered dwelling or covered residential property has been repaired, if such property which has been damaged as a result of a "hurricane" or wind loss that is the subject of the declaration of emergency pursuant to Section 252.36 Florida statutes, and the filing of an order by the Commissioner of Insurance Regulation.

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**b.** Until the earlier of when the covered dwelling or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril and **2.a.** above does not apply.

A structure is deemed to be repaired when substantially completed and restored to the extent it is insurable by another authorized insurer writing policies in Florida.

This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or “electronically transmitted” to the first named insured.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**3.** However, we may cancel prior to the repair of the dwelling or residential property:

**a.** When you have not paid the premium. We may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

**b.** If:

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

**(2)** We determine that an “insured” has unreasonably caused a delay in the repair of the dwelling or residential property; or

**(3)** We have paid policy limits.

We may cancel during this period by letting the first named insured know at least 45 days before the date cancellation takes effect.

**c.** If you have not secured and maintained flood insurance pursuant to Section 627.351(6) Florida Statutes. We may cancel during this period by letting the first named insured know at least 120 days before the date cancellation takes effect.

This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or “electronically transmitted” to the first named insured.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**4.** We shall be entitled to collect any additional premium required to keep the Policy in effect during this period in Paragraphs **C.2.** and **C.3.** above.

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

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

**a.** When this Policy has been in effect for 60 days or less, we may cancel immediately if there has been:

**(1)** A material misstatement or misrepresentation; or

**(2)** Failure to comply with underwriting requirements;

**b.** We may also cancel this Policy subject to the following provisions.

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

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

**(2)** When this Policy has been in effect for 60 days or less, we may cancel for any reason, except we may not cancel:

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

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

**(c)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”.

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

**(3)** When this Policy has been in effect for more than 60 days, we may cancel:

**(a)** If there has been a material misstatement;


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

**(c)** In the event of a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;

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

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

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

**(g)** If you have not secured and maintained flood insurance pursuant to Section 627.351(6) Florida Statutes.

**(4)** When this Policy has been in effect for more than 60 days, we may not cancel:

**(a)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”; or

**(b)** On the basis of credit information available in public records.

**(5)** If any of the reasons listed in Paragraphs **C.5.b.(3)(a)** through **(g)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

**6.** When this Policy has been in effect for 90 days or less, we may immediately cancel this policy that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631 Florida Statutes for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage.

**7.** If the date of cancellation becomes effective during a "hurricane":

**a.** The date of cancellation will not become effective until the end of the "hurricane"; and

**b.** We shall be entitled to collect additional premium for the period of time beyond the original date of cancellation for which the Policy remains in effect.

However, this provision **(C.7.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane".

**8.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**9.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

Condition **D.** Nonrenewal is deleted and replaced with the following:

**D. Nonrenewal**

**1.** We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or “electronically transmitting” to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **2.** or **3.** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**2.** We may not nonrenew this Policy.

**a.** For a period of 90 days after the covered dwelling or covered residential property has been repaired, if such property which has been damaged as a result of a “hurricane” or wind loss that is the subject of the declaration of emergency pursuant to Section 252.36 Florida statutes, and the filing of an order by the Commissioner of Insurance Regulation.

**b.** Until the earlier of when the covered dwelling or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril and **2.a.** above does not apply.

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A structure is deemed to be repaired when substantially completed and restored to the extent it is insurable by another authorized insurer writing policies in Florida.

If we elect to not renew the policy under **2.** above, we will provide at least 90 days' notice that we intend to nonrenew 90 days after the repairs are complete.

**3.** However, we may nonrenew this Policy prior to the repair of the dwelling or residential property:

**a.** If:

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

**(2)** We determine that you have unreasonably caused a delay in the repair of the dwelling or residential property; or

**(3)** We have paid policy limits.

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

**b.** If you have not secured and maintained flood insurance pursuant to Section 627.351(6) Florida Statutes. We may do so by letting you know, at least 120 days before the expiration date of the Policy.

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

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

**5.** If the conditions described in Paragraphs **D.2.** and **D.3.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

**a.** When nonrenewal is for:

**(1)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(2)** A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**b.** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**6.** Depopulation Provision.

**a.** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

**(1)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

**(2)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**b.** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**7.** We will not nonrenew this Policy:

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

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

**c.** On the basis of filing of claim(s) for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

**d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

**e.** On the basis of credit information available in public records.

**8.** If the date of nonrenewal becomes effective during a "hurricane":

**a.** The expiration date of this Policy will not become effective until the end of the "hurricane"; and


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**b.** We shall be entitled to collect additional premium for the period of time the Policy remains in effect.

However, this provision **(D.8.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane".

All other provisions of this Policy apply.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA

**A. Loss By Windstorm During A Hurricane**

With respect to Paragraphs **B.** and **C.**, below, coverage for loss caused by the peril of windstorm during a "hurricane", includes loss to:

**1.** The inside of a building; or

**2.** The property we cover contained in a building caused by:

**a.** Rain;

**b.** Snow;

**c.** Sleet;

**d.** Hail;

**e.** Sand; or

**f.** Dust;

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

**B. Calendar Year Hurricane Deductible Described**

A "hurricane deductible" issued by us or an "assumption insurer":

**1.** Can be exhausted only once during each calendar year; and

**2.** Applies to loss to Covered Property caused by one or more "hurricane(s)s" during each calendar year.

The dollar amount of the calendar year "hurricane deductible" ("Hurricane Deductible") is shown in your Declarations

A minimum deductible of $500 applies.

**C. Application of Calendar Year Hurricane Deductible**

**1.** In the event of the first windstorm loss caused by a single "hurricane" during a calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the calendar year "hurricane deductible" stated in your Declarations.

**2.** With respect to a windstorm loss caused by the second, and each subsequent, "hurricane" during the same calendar year, we will pay only that part of the total of all loss payable under Section **I** - Property Coverages that exceeds the greater of:

**a.** The remaining dollar amount of the calendar year "hurricane deductible" that is in effect at the time of the loss; or

**b.** The deductible ("All Other Perils Deductible") shown in your Declarations that applies to all other perils that is in effect at the time of the loss.

**3.** The remaining dollar amount of the calendar year "hurricane deductible" is determined by:

**a.** Subtracting the actual deductible(s) applied to all previous windstorm losses caused by "hurricane" during the calendar year;

**b.** From the calendar year "hurricane deductible" that is in effect at the time of the loss.

**4.** With respect to any one loss caused by a "hurricane ", if:

**a.** Covered property is insured under more than one policy:

**(1)** Issued by us; or

**(2)** Issued by an "assumption insurer" during your Citizens Policy calendar year period; and


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**b.** At the time of loss, different "hurricane deductibles" apply to the same property under such policies;

Then the "hurricane deductible" applicable under all such policies used to determine the total of all loss payable under Section I - Property Coverages shall be the highest amount stated in any one of the policies that is in effect at the time of the loss.

**5.** When:

**a.** A renewal policy is issued by us or an "assumption insurer"; or

**b.** We or an "assumption insurer" issue a policy that replaces one issued by us; and

**c.** The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

**(1)** If the renewal or replacement policy:

**(a)** Provides a lower "hurricane deductible" than the prior policy; and

**(b)** You incurred loss from a "hurricane" under a prior policy in that same calendar year;

The lower "hurricane deductible" will not take effect until January 1st of the following calendar year.

**(2)** If the renewal or replacement policy:

**(a)** Provides a lower "hurricane deductible" than the prior policy; and

**(b)** You have not incurred a loss in a "hurricane" in that same calendar year;

The lower "hurricane deductible" will take effect on the effective date of the renewal or replacement policy.

**(3)** If the renewal or replacement policy provides a higher "hurricane deductible" than the prior policy, the higher "hurricane deductible":

**(a)** Will take effect on the effective date of the renewal or replacement policy; and

**(b)** Shall be used to calculate the remaining dollar amount of the "hurricane deductible".

**6.** An "assumption insurer" means an insurer who assumes contractual liability of your Citizens Policy under an assumption agreement or take out plan pursuant to Florida Statutes §627.351(6) and §627.3511.

All other provisions of this Policy apply.


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**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY**

# WINDSTORM PROTECTIVE DEVICES

**A.** We acknowledge the installation of storm shutters and other windstorm protective devices, reported by you to us, for which you received a premium credit, that are part of:

**1.** The dwelling described as the "residence premises" shown in your Declarations; or

**2.** The condominium unit or cooperative unit described as the "residence premises" shown in your Declarations.

**B.** If the storm shutters attached to **A.1.** or **A.2.** above are not closed and secured during a "hurricane", we will reduce by 15%:

**1.** The Coverage **A** amount we pay for "windstorm" loss;

**2.** The Coverage **C** amount we pay for "windstorm" loss; and

**3.** The Coverage **D** amount we pay for "windstorm" loss;

that occurs during that "hurricane".

**C.** The provisions of **B.** above do not apply:

**1.** In the event of a total loss, of the building under **A.1.** above or the unit under **A.2.** above, caused by the peril of "windstorm" during a "hurricane"; or

**2.** If "windstorm" loss during a "hurricane" occurs when the "residence premises" is located within a part of the State of Florida that is not under a "hurricane" watch or warning.

For purposes of **B.** and **C.** above, the following definition applies:

"Windstorm"

"Windstorm" means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a "hurricane".

All other provisions of the Policy apply.

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# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

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# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

**AGREEMENT**

This Policy is issued on behalf of the Citizens Property Insurance Corporation and by acceptance of this Policy you agree:

**1.** That the statements in the Application(s) are your representations;

**2.** That this Policy is issued in reliance upon the truth of those representations;

**3.** That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy; and

**4.** That you are the owner-occupant of the insured dwelling.

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

This Policy does not include, does not insure, and we will not pay for, any “diminution in value”, except under liability coverage in SECTION **II** – LIABILITY COVERAGES.

**DEFINITIONS**

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

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

**1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", “Personal Watercraft Liability”, and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:

**a.** Liability for "bodily injury" or "property damage" arising out of the:

**(1)** Ownership of such vehicle or craft by an "insured";

**(2)** Maintenance, occupancy, operation, use, loading or unloading of:

**(a)** An aircraft, hovercraft, personal watercraft or watercraft, by any person; or

**(b)** A motor vehicle by an “insured”;

**(3)** Entrustment of such vehicle or craft by an "insured" to any person;

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

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

**b.** For the purpose of this definition:

**(1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

**(2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**(3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor, and is not a “personal watercraft”;

**(4)** Motor vehicle means a "motor vehicle" as defined in **15.** below; and

**(5)** Personal watercraft means a "personal watercraft" as defined in **17.** below.

**2.** "Bodily injury"

"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

**3.** "Business"

"Business" means:

**a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

**b.** "Home-sharing host activities"; or

**c.** Any other activity engaged in for money or other compensation, except the following:

**(1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**(2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**(3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**(4)** The rendering of home day care services to a relative of an "insured".


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**4.** “Catastrophic ground cover collapse”

“Catastrophic ground cover collapse” means geological activity that results in all of the following:

**a.** The abrupt collapse of ground cover;

**b.** A depression in the ground cover clearly visible to the naked eye;

**c.** “Structural damage” to the “principal building” insured under this Policy, including the foundation; and

**d.** The “principal building” being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that “principal building”.

**5.** "Diminution in value"

"Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**6.** **“**Electronic transmittal”

**“**Electronic transmittal” means:

**a.** The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or

**b.** The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as “electronically transmitted”, “electronic transmittal”, “electronically transmit” or “electronically transmitting”)

**7.** "Employee"

"Employee" means a person employed by an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**8.** "Fungi"

"Fungi" means any type or form of fungus, including:

**a.** Mold or mildew; and

**b.** Any mycotoxins, toxins, spores, scents or by-products produced or released by fungi.

Under SECTION **II**, this does not include any fungi, yeast or bacteria that are, are on or are contained in a good or product intended for consumption.

**9.** "Home-sharing host activities" means:

**a.** The:

**(1)** Rental or holding for rental; or

**(2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and

**b.** Any other related property or services made available by an "insured" for use during such:

**(1)** Rental; or

**(2)** Mutual exchange of services;

except those property or services provided by another party.

**10.** "Home-sharing network platform" means an online-enabled application, website or digital network that:

**a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and

**b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

**11.** "Home-sharing occupant" means a person, other than an "insured", who:

**a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or

**b.** Is accompanying or staying with a person described in **11.a.** above under such "home-sharing host activities".

**12.** “Hurricane occurrence”

“Hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, which:

**a.** Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;

**b.** Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and


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**c.** Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**13.** "Insured"

"Insured" means:

**a.** You and residents of your household who are:

**(1)** Your relatives; or

**(2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

**b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

**(1)** 24 and your relative; or

**(2)** 21 and in your care or the care of a resident of your household who is your relative; or

**c.** Under SECTION **II**, "insured" also means:

**(1)** With respect to watercraft to which this Policy applies, any person or organization legally responsible for watercraft which are owned by you or any person described in **13.a.** or **13.b.** above.

“Insured” does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or

**(2)** With respect to a “motor vehicle” to which this Policy applies:

**(a)** Persons while engaged in your employ or that of any person described in **13.a.** or **13.b.**; or

**(b)** Other persons using the vehicle on an "insured location" with your consent.

Under both SECTIONS **I** and **II,** when the word “an” immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**14.** "Insured location"

"Insured location" means:

**a.** The "residence premises";

**b.** The part of other premises, other structures and grounds used by you as a residence; and:

**(1)** Which is shown in the Declarations as “Location of Residence Premises”; or

**(2)** Which is acquired by you during the policy period for your use as a residence;

**c.** Any premises used by you in connection with a premises described in **14.a.** and **14.b.** above;

**d.** Any part of a premises:

**(1)** Not owned by an "insured"; and

**(2)** Where an "insured" is temporarily residing;

**e.** Vacant land, other than farm land, owned by or rented to an "insured";

**f.** Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";

**g.** Individual or family cemetery plots or burial vaults of an "insured"; or

**h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

**15.** "Motor vehicle"

"Motor vehicle" means:

**a.** A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or

**b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **15.a.** above.

**16.** "Occurrence"

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

**a.** "Bodily injury"; or

**b.** "Property damage".

All “bodily injury” or “property damage” resulting from or arising out of one cause or a series of related causes is considered one occurrence regardless of the period of time over which such “bodily injury” and “property damage” occurred and regardless of the number of injured persons or locations of “property damage”.


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**17.** “Personal watercraft”

“Personal watercraft” means:

**a.** A watercraft that the rider sits, kneels or stands on rather than inside of, designed to carry one to four people, propelled by a water jet pump; or

**b.** A watercraft designed to be partially or fully submersible.

**18.** “Primary structural member”

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

**19.** “Primary structural system”

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

**20.** “Principal building”

“Principal building” means the dwelling where you reside on the "residence premises" shown as the “Location of Residence Premises" in the Declarations.

“Principal building” does not include:

**a.** Other buildings or other structures at that location, and buildings and structures covered under Coverage **B**;

**b.** Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;

**c.** Buildings, structures and other property excluded or not covered in your Policy;

**d.** Any part of or any other premises, other buildings, other structures and grounds, not located at the “residence premises”; or

**e.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair any property other than the “principal building” on the "residence premises".

**21.** "Property damage"

"Property damage" means physical injury to, destruction of, or loss of use of tangible property.

**22.** "Residence employee"

"Residence employee" means:

**a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

**b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**23.** "Residence premises"

"Residence premises" means:

**a.** The one family dwelling where you reside;

**b.** The two family dwelling where you reside in at least one of the family units; or

**c.** That part of any other building where you reside;

and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

**24.** "Structural damage"

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

**a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

**b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the “primary structural members” or “primary structural systems” that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those “primary structural members” or “primary structural systems” exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

**c.** Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical “primary structural members” to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;


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**d.** Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

**e.** Damage occurring on or after October 15, 2005, that qualifies as “substantial structural damage” as defined in the Florida Building Code.

**25.** “Unoccupied”

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

**26.** “Vacant”

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

**C.** In this Policy, the terms:

**1.** Roomer;

**2.** Boarder;

**3.** Tenant; or

**4.** Guest;

do not include a "home-sharing occupant".

**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

**1.** We cover:

**a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and

**b.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

This coverage is limited to the “principal building” for the peril of “catastrophic ground cover collapse”.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the dwelling is located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

**(5)** Fabric; or

**(6)** Screening;

**c.** Awnings;

**d.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;

**e.** Any attachment to the covered dwelling comprised of thatch, grass, palm, lattice, slats, or similar material; or

**f.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**B. Coverage B – Other Structures**

**1.** We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the other structures are located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

**c.** Other structures from which any "business" is conducted;

**d.** Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

**e.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

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**(5)** Fabric; or

**(6)** Screening;

**f.** Awnings;

**g.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or

**h.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**3.** This coverage does not apply to loss or damage resulting from the peril of “catastrophic ground cover collapse”.

**4.** The limit of liability for this coverage is shown in your Declarations. Use of this coverage does not reduce the Coverage **A** limit of liability.

**C. Coverage C – Personal Property**

**1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

**a.** Others while the property is on the part of the "residence premises" occupied by an "insured"; or

**b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the “residence premises” because it is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C,** or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the "residence premises" because the "residence premises” is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

**a.** $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, pewter other than pewterware, coins and medals.

**b.** $1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards, and comic books.

**(1)** This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

**(2)** This limit includes the cost to research, replace or restore the information from the lost or damaged material.

**c.** $1,000 on watercraft of all types, other than “personal watercraft”, including their trailers, furnishings, equipment and outboard engines or motors.

**d.** $1,000 on trailers and semitrailers not used with watercraft of all types.

**e.** $1,000 on jewelry, watches, furs, precious and semi-precious stones.

**f.** $2,000 on firearms.

**g.** $2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.

**h.** $2,500 on property, on the "residence premises", used primarily for "business" purposes.

This limit does not apply to “Business” data as described in **4.i.** below.


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**i.** $250 on property, away from the "residence premises", used at any time or in any manner for "business" purposes.

However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

**(2)** In or upon a "motor vehicle".

This limit does not apply to “Business” data as described in **4.i.** below.

**j.** $1,000 on portable electronic equipment (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage) that:

**(1)** Reproduces, receives or transmits audio, visual or data signals;

**(2)** Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

**(3)** Is in or upon a "motor vehicle".

**k.** $300 for antennas, tapes, wires, records, disks or other media (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage), that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and;

**(2)** In or upon a “motor vehicle”.

**l.** $500 is the maximum loss payable for covered property stored in freezers or refrigerators on the “residence premises”.

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a ‘hurricane occurrence”, which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

Paragraphs **1.**, **2.** and **3.** above do not apply when the limit of liability for Coverage **C** shown in your Declarations is $0.

**4. Property Not Covered**

We do not cover:

**a.** Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

**b.** Animals, insects, reptiles, birds or fish;

**c.** “Motor vehicles” or all other motorized land conveyances.

This includes a "motor vehicle's" equipment, parts and accessories.

However, this Paragraph **4.c.** does not apply to:

**(1)** The portable electronic equipment coverage provided under **C.3.j.** above; and

**(2)** Motor vehicles or conveyances not required to be registered for use on public roads or property which are:

**(a)** Located on the “residence premises” and used solely to service an “insured’s” residence;

**(b)** A motorized golf cart located on the “residence premises” or while being operated to or from, or on the premises of a golf course; or

**(c)** Designed to assist the handicapped.

The coverage described in **c.(2)** above does not apply to land conveyances, including but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not;

**d.** Aircraft, meaning any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.

This includes any parts, whether or not attached, to the aircraft, model aircraft, hobby aircraft or drone.

However, this exclusion of property does not apply to the model aircraft, hobby aircraft or drone coverage provided under Special Limit Of Liability **3.m.** above;

**e.** Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**f.** Property of:

**(1)** A "home-sharing occupant";

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**(2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and

**(3)** Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**g.** Property in:

**(1)** A space while rented or primarily held for rental to a "home-sharing occupant"; or

**(2)** Subject to Paragraph **C.4.g.(1)**, an apartment regularly rented or held for rental to others by an "insured", except as provided in Other Coverages **G.5.** Landlord's Furnishings under Section **I** – Property Coverages;

**h.** Property rented or held for rental to others off the "residence premises";

**i.** "Business" data, including such data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**j.** Personal data, including data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**k.** Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, scrip, prepaid instruments including stored value cards, gift cards and smart cards, except as provided in **3.a.** above;

**l.** Personal property stored in freezers or refrigerators located off the "residence premises";

**m.** “Personal watercraft”;

**n.** Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;

**o.** Any:

**(1)** Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and

**(2)** Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph **4.o.** does not apply to:

**(3)** Prescription drugs obtained following the lawful orders of a licensed health care professional; or

**(4)** Goods or products containing or derived from hemp, including, but not limited to:

**(a)** Seeds;

**(b)** Food;

**(c)** Clothing;

**(d)** Lotions, oils or extracts;

**(e)** Building materials; or

**(f)** Paper.

However, this Paragraph **4.o.(4)** does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located; or

**p.** Water or steam.

However, we cover the removal and replacement of water in a swimming pool located on the “residence premises”, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for all the coverages in **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use below.


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**1. Additional Living Expense**

If a loss covered under SECTION **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to:

**a.** Repair or replace the damage; or

**b.** If you permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**2. Fair Rental Value**

If a loss covered under SECTION **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you minus any expenses that do not continue while the premises is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the "residence premises", we cover the Additional Living Expense and Fair Rental Value loss as provided in **1.** Additional Living Expense and **2.** Fair Rental Value above for no more than 2 weeks.

**4. Loss Or Expense Not Covered**

We do not cover:

**a.** Pre-event evacuation expenses; or

**b.** Loss or expense due to cancellation of a lease or agreement.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use above are not limited by expiration of this Policy.

**E. Reasonable Emergency Measures**

**1.** We will pay up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**

The $3,000 limit in **E.1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

**a.** Coverage **A**;

**b.** Coverage **B**; or

**c.** Coverage **C**.

**2.** For covered loss caused by SECTION **I** – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**, the $3,000 limit in **E.1.** above does not apply and instead the following applies:

**a.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.

**b.** If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.


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**3.** The coverage under **E.1.** and **E.2.** above does not:

**a.** Increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures;

**b.** Increase any limit of liability that applies to the damaged covered property;

**c.** Relieve you of the duties in case of a loss to covered property, as set forth in SECTION **I** – CONDITIONS **B.** Duties After Loss;

**d.** Pay for property not covered in this Policy; or

**e.** Pay for loss excluded or not covered in this Policy.

**4.** The exhaustion of the $3,000 Reasonable Emergency Measures limit in **E.1.** above does not prevent you from participating in the services provided under form **CIT 04 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **CIT 04 85**.

Subject to **E.3.** above, if you are eligible for and request to participate in the services provided under form **CIT 04 85** and we do not offer the services to you, the $3,000 limit in paragraph **E.1.** does not apply.

**5.** We will not pay under Reasonable Emergency Measures **E.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **CIT 04 86**.

However, the $3,000 limit in **E.1.** above applies whether or not:

**a.** You receive services under form **CIT 04 86**; or

**b.** The $10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**F. Additional Coverages**

**1. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

**a.** Fire or Lightning;

**b.** Explosion;

**c.** Riot or Civil Commotion;

**d.** Aircraft;

**e.** Vehicles not owned or operated by a resident of the "residence premises";

**f.** Vandalism or Malicious Mischief; or

**g.** Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be paid for any one tree, shrub or plant.

We do not cover:

**a.** Cannabis whether or not grown for "business" purposes; or

**b.** Property, other than cannabis, grown for "business" purposes.

This coverage is additional insurance.

**2. Fire Department Service Charge**

We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance.

No deductible applies to this coverage.

**3. Loss Assessment**

**a.** We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners.

The assessment must be made as a result of a direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

**(1)** Earthquake or

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


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**b.** This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

**c.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**d.** The limit of $1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

**e.** Condition **T.** Policy Period, under SECTION **I** - CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

No deductible applies to this coverage.

**4. Ordinance Or Law**

**a.** You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

**(1)** The construction, demolition, remodeling, renovation or repair of that part of a building covered under Coverage **A** damaged by a Peril Insured Against;

**(2)** The demolition and reconstruction of the undamaged part of a building covered under Coverage **A**, when that building must be totally demolished because of damage by a Peril Insured Against to another part of that covered building; or

**(3)** The remodeling, removal or replacement of the portion of the undamaged part of a building covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the covered building damaged by a Peril Insured Against.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.

**b.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

**(1)** Construction;

**(2)** Demolition;

**(3)** Remodeling;

**(4)** Renovation;

**(5)** Repair; or

**(6)** Replacement;

of property as stated in **a.** above.

**c.** We do not cover:

**(1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

**(2)** The costs to comply with any ordinance or law which requires any "insured" or others to:

**(a)** Test for;

**(b)** Monitor;

**(c)** Clean up;

**(d)** Remove;

**(e)** Contain;

**(f)** Treat;

**(g)** Detoxify;

**(h)** Neutralize; or

**(i)** In any way respond to, or assess the effects of:

Pollutants in or on any covered building or other structure.

**(3)** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(a)** Smoke;

**(b)** Vapor;

**(c)** Soot;

**(d)** Fumes;

**(e)** Acids;

**(f)** Alkalis;

**(g)** Chemicals; and

**(h)** Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**G. Other Coverages**

**1. Debris Removal**

**a.** We will pay the reasonable expense you incur for the removal of:

**(1)** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

**(2)** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.


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This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

Debris Removal expense under **G.1.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **G.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**b.** We will also pay the reasonable expense you incur, up to $1,500, for the removal from the "residence premises" of:

**(1)** Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

**(2)** A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

**(1)** Damage a covered structure; or

**(2)** Do not damage a covered structure, but:

**(a)** Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

**(b)** Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The $1,500 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than $1,000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

**3. Collapse**

**a.** The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.

**b.** For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**c.** This Other Coverage – Collapse, does not apply to:

**(1)** A building or any part of a building that is in danger of falling down or caving in;

**(2)** A building or any part of a building that is standing even if it has separated from another part of the building;

**(3)** A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or

**(4)** The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

**(a)** Collapsed;

**(b)** In danger of collapsing or caving in; or

**(c)** Separated from another part of the system;

due to:

**(a)** Age, obsolescence, wear, tear;

**(b)** Fading, oxidization, weathering;

**(c)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(d)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(e)** Shrinkage, expansion, contraction, bellying, corrosion; or

**(f)** Any other age or maintenance related issue.

However, this Other Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.


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**d.** We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

**(1)** The Perils Insured Against named under **C.** Coverage **C** - Personal Property;

**(2)** Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse.

However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Other Coverage **3.c.(4)** above;

**(3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or damage is known to an "insured" prior to collapse;

**(4)** Weight of contents, equipment, animals or people;

**(5)** Weight of rain which collects on a roof; or

**(6)** Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**e.** Loss to a:

**(1)** Fence, awning, patio, pavement, deck;

**(2)** Swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems;

**(3)** Foundation, retaining wall, bulkhead, pier, wharf, dock;

**(4)** Cistern, plumbing system, or any part of a plumbing system, or similar structure;

whether above or below the ground, is not included under **d.(2)** through **(6)** above; unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

**4. Glass Or Safety Glazing Material**

**a.** We cover:

**(1)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

**(2)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; and

**(3)** The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

**b.** This coverage does not include loss:

**(1)** To covered property which results because the glass or safety glazing material has been broken; except as provided in **a.(3)** above; or

**(2)** On the "residence premises" if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement and settlement as provided in **a.(2)** above.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

**c.** Loss to glass covered under this Other Coverage **G.4.** will be settled on the basis of replacement with safety glazing materials when required.

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

**5. Landlord's Furnishings**

We will pay up to $2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than theft, or other than sinkhole loss if form **CIT 23 94** applies to your Policy.

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


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

Landlord's Furnishings under **G.5.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Landlord's Furnishings **G.5.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST A. Coverage **A** – Dwelling And Coverage B – Other Structures.

**6. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

**a.** We will pay up to $10,000 for:

**(1)** The total of all loss payable under SECTION **I** – Property Coverages caused by "fungi", wet or dry rot, yeast or bacteria;

**(2)** The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under SECTION **I** – Property Coverages;

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

**(4)** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria; whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

**b.** The coverage described in **a.** only applies:

**(1)** When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and

**(2)** Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

**c.** $10,000 is the most we will pay for the total of all loss or costs payable including Coverage **D.** Loss of Use, under this Other Coverage **G.6.**, regardless of the:

**(1)** Number of locations insured;

**(2)** Number of occurrences or claims made; or

**(3)** Number of "insureds".

**d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria; loss payment will not be limited by the terms of this Other Coverage **G.6.**, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss will be subject to the terms of this Other Coverage **G.6.**

**e.** This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.

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

**7. Grave Markers**

We will pay up to $5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

**SECTION I – PERILS INSURED AGAINST**

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

**1.** We insure against direct loss to the covered property described in Coverages **A** and **B** only if that loss is a physical loss to property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part **A.** below.

**2.** We do not insure, however, for loss:

**a.** Excluded under Section **I** – Exclusions;

**b.** Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:

**(1)** An abrupt falling down or caving in;

**(2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or


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**(3)** Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to **(1)** or **(2)** above;

except as provided in **G.3.** Collapse under SECTION **I** – Property Coverages; or

**c.** Caused by:

**(1)** Freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant", "unoccupied", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

**(a)** Maintain heat in the building; or

**(b)** Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

**(2)** Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

**(a)** Fence, pavement, patio or swimming pool;

**(b)** Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building, or other structure;

**(c)** Retaining wall or bulkhead, that does not support all or part of a building or other structure; or

**(d)** Pier, wharf or dock;

**(3)** Theft:

**(a)** If such loss arises out of or results from "home-sharing host activities"; or

**(b)** In or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** Theft or attempted theft in or to a dwelling and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(4)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";

**(5)** Vandalism and malicious mischief and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(5)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";


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**(6)** Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the $10,000 limit as set forth in **3.** below.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes, subject to the $10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss:

**(a)** To the system or appliance from which this water or steam escaped;

**(b)** On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;

**(c)** Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the $10,000 limit as set forth in **3.** below.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(d)** To a plumbing system, whether above or below the ground, caused by:

**(i)** Age, collapse, obsolescence, wear, tear;

**(ii)** Fading, oxidization, weathering;

**(iii)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(iv)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(v)** Shrinkage, expansion, contraction, bellying, corrosion;

**(vi)** The unavailability or discontinuation of a part or component of the system; or

**(vii)** Any other age or maintenance related issue;


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**(e)** To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system;

**(f)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(6)(c)** above; or

**(g)** Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

**(7)** Dropped objects to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

**(8)** Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

**(9)** Any of the following:

**(a)** Wear and tear, marring, chipping, scratches, dents, or deterioration;

**(b)** Inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself;

**(c)** Smog, rust, decay or other corrosion;

**(d)** Smoke from agricultural smudging or industrial operations;

**(e)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(i)** Smoke,

**(ii)** Vapor,

**(iii)** Soot,

**(iv)** Fumes,

**(v)** Acids,

**(vi)** Alkalis,

**(vii)**Chemicals; and

**(viii)**Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

**(f)** Settling, shrinking, bulging or expansion, including resultant cracking of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

**(g)** Animals or insects, including but not limited to, bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

The exclusion described in **(9)(g)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

**(h)** Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in **(9)(g)** above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, as covered under **G.3**. SECTION **I** – Other Coverages.

The exclusion described in **(9)(h)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”.


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If any of these in **2.c.(9)** above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss, subject to the $10,000 limit as set forth in **3.** below, caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

SECTION **I** – Exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **2.c.(6)** and **c.(9)** above.

**3.** A $10,000 limit on coverage applies and is the most we will pay for:

**a.** Each covered direct physical loss from all water or steam in paragraphs **2.c.(6)** and **2.c.(9)** above; and

**b.** All cosmetic and aesthetic damage, which occurs in the same loss as **3.a.** above, including any repair or replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss as **3.a.** above, will be deducted from the $10,000 limit on coverage.

**4.** The $10,000 limit on coverage in **3.** above does not apply if:

**a.** At our option we offer and you provide written consent to participate in the services and execute the contract with the Program “Contractor”, as described under **CIT 04 86**; or

**b.** Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **CIT 04 86** to you.

**c.** However **4.** above does not apply if we or the Program “Contractor” described in **CIT 04 86** determine:

**(1)** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or

**(2)** The property is in a condition that impairs or prevents the Program “Contractor’s” ability to repair the covered loss.

In this event, your participation in the Program under **CIT 04 86** is terminated and the $10,000 limit on coverage applies.

**d.** Additionally, if you do not provide written consent to participate in the Program and execute the contract with the Program “Contractor” as described in **CIT 04 86**, or your participation in the Program has been terminated by you or us as described in **CIT 04 86**, or you make a subsequent request to participate in the Program for the same loss, the $10,000 limit on coverage will apply, except as otherwise provided in **CIT 04 86** and your Policy.

**5.** In the event the $10,000 limit on coverage in **3.** above does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.


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However, whether the $10,000 limit on coverage is applicable or not:

**a.** For coverage provided under SECTION **I** – Property Coverages **E.1.** in this Policy, the limit in **E.1.** Reasonable Emergency Measures will apply; and

**b.** For a coverage provided under SECTION **I** - Additional Coverages **F.** in this Policy, the limit as provided in the respective additional coverage will apply.

**6.** Under paragraphs **2.b.** and **2.c.** above any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

In this event, the $10,000 limit on coverage in **3.** above applies to any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above, except the $10,000 limit on coverage will not apply when the ensuing loss to the property is:

**a.** Fire;

**b.** Explosion; or

**c.** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above results in ensuing loss from "Fungi", Wet Or Dry Rot, Yeast Or Bacteria described under **G.6.** SECTION **I** – Other Coverages, the $10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.6.** SECTION I – Other Coverages will apply to the ensuing loss.

This $10,000 limit on coverage in **A.3.** and **A.6.** above does not create additional coverage or increase the limit of liability applying to the damaged property.

**Part A.**

**Catastrophic Ground Cover Collapse.**

**1.** We insure for direct physical loss to the "principal building" under Coverage **A** caused by the peril of "catastrophic ground cover collapse".

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

**2.** Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse", we will stabilize the "principal building's" land in accordance with our professional engineers recommended repairs.

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

**4.** This peril does not apply to property covered under Coverage **B** – Other Structures.

The SECTION **I** – Earth Movement And Settlement exclusion **A.2.** does not apply to "catastrophic ground cover collapse".

The SECTION **I** – Loss Caused By "Sinkhole" exclusion **A.9.** does not apply to "catastrophic ground cover collapse".

**B. Coverage C – Personal Property**

We insure for direct physical loss to the covered property described in Coverage **C** caused by a peril listed below unless the loss is excluded in SECTION **I** – EXCLUSIONS.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, as covered under this Policy, only while inside a fully enclosed building.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.


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**8. Vandalism Or Malicious Mischief**

This peril does not include:

**a.** Loss to property arising out of or resulting from "home-sharing host activities"; or

**b.** Loss to property on the “residence premises”, and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**9. Theft**

**a.** This peril includes attempted theft and loss of property from the “residence premises” when it is likely that the property has been stolen.

**b.** This peril does not include loss caused by theft:

**(1)** That occurs off the “residence premises”;

**(2)** Committed by an “insured”;

**(3)** In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** In or to a dwelling if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss;

**(5)** From that part of a “residence premises” rented by an “insured” to other than an “insured”; or

**(6)** If such loss arises out of or results from "home-sharing host activities".

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**c.** Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the “residence premises”.

**10. Falling Objects**

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

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

**a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

**b.** This peril does not include loss:

**(1)** To the system or appliance from which the water or steam escaped;

**(2)** Caused by or resulting from freezing except as provided in the Peril Insured Against **14.** Freezing;

**(3)** On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

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

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(5)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(b)(4)** above; or

**(6)** Otherwise excluded or limited elsewhere in the Policy.

**c.** In this peril, a plumbing system or household appliance does not include:

**(1)** A sump, sump pump, irrigation system, or related equipment; or

**(2)** A roof drain, gutter, down spout, or similar fixtures or equipment.


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**d.** SECTION **I** – EXCLUSIONS, exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

**13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

**14. Freezing**

**a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

**(1)** Maintain heat in the building; or

**(2)** Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

**b.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

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

**16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

**17. Catastrophic Ground Cover Collapse**

**a.** We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.

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

**c.** Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

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

The SECTION **I** – EXCLUSIONS, exclusion **A.2.** Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

The SECTION **I** – EXCLUSIONS, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under SECTION **I** - Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

**SECTION I – EXCLUSIONS**

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

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

**a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for under Additional Coverages **F.4.** Ordinance Or Law or Other Coverages, **G.4.** Glass Or Safety Glazing Material;

**b.** The requirements of which result in a loss in value to property; or

**c.** Requiring any "insured" or others to:

**(1)** Test for;

**(2)** Monitor;

**(3)** Clean up;

**(4)** Remove;

**(5)** Contain;

**(6)** Treat;


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**(7)** Detoxify;

**(8)** Neutralize; or

**(9)** In any way respond to, or assess the effects of:

Pollutants.

**d.** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(1)** Smoke;

**(2)** Vapor;

**(3)** Soot;

**(4)** Fumes;

**(5)** Acids;

**(6)** Alkalis;

**(7)** Chemicals; and

**(8)** Waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

**2. Earth Movement And Settlement**

Earth Movement And Settlement means:

**a.** Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;

**b.** Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

**c.** Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

**d.** Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

**e.** Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;

**f.** Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

**g.** Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion **2.** applies regardless of whether any of the above in **2.a.** through **2.g.** is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

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

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

**3. Water**

Water means:

**a.** Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

**b.** Water, which:

**(1)** Backs up through sewers or drains;

**(2)** Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or

**(3)** Overflows or is otherwise discharged from:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment;

**c.** Water below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through, a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or


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**d.** Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion **A.3.** applies whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

**4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the “residence premises”.

But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the “residence premises”, we will pay for the loss caused by that Peril Insured Against.

**5. Neglect**

Neglect means neglect of any "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**6. War**

War includes the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **O.** Nuclear Hazard Clause under SECTION **I** – CONDITIONS.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act an “insured” commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even “insureds” who did not commit or conspire to commit the act causing the loss.

**9. Loss Caused By “Sinkhole”**

**a.** “Sinkhole” means:

**(1)** A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.

**(2)** A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

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

This Exclusion **A.10.** does not apply:

**a.** When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or

**b.** To the extent coverage is provided for under SECTION **I** – PROPERTY COVERAGES in Other Coverages **G.6.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

**11. Existing Damage**

Existing Damage, also known as pre-existing damage, means:

**a.** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;


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**b.** Damages existing prior to the time of loss; or

**c.** Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim described under SECTION **I** – CONDITIONS, Condition **V**.

However, under this Exclusion **A.11.** any ensuing loss to property described in SECTION **I** – PROPERTY COVERAGES not otherwise excluded or excepted in this Policy is covered.

This Exclusion **A.11.** does not apply in the event of a total loss caused by a Peril Insured Against.

**12. Constant Or Repeated Seepage Or Leakage Of Water Or Steam**

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, except as otherwise provided under SECTION I - PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(6)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

**13. Accidental Discharge Or Overflow Of Water Or Steam**

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

**a.** A plumbing, heating, air conditioning or automatic fire protective sprinkler system;

**b.** A household appliance for heating water; or

**c.** A household appliance.

This Exclusion **A.13.** applies only while the dwelling is “vacant” or “unoccupied” for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

**a.** Shut off the water supply; and

**b.** Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

**14. Criminal Acts Or Illegal Activity**

Criminal acts or illegal activity means any and all criminal or illegal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured.

**15. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A, B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following.

**1. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss;

**2. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

**3. Faulty, inadequate or defective:**

**a.** Planning, zoning, development, surveying, siting;

**b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

**c.** Materials used in repair, construction, renovation or remodeling; or

**d.** Maintenance;

of part or all of any property whether on or off the "residence premises".

However, under exclusions **B.1.**, **2.** or **3.** above, any ensuing loss to property described in Coverages **A** and **B** not otherwise excluded or excepted in this Policy is covered.

**SECTION I – CONDITIONS**

**A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

**1.** To an "insured" for more than the amount of such "insured's" interest at the time of loss; or

**2.** For more than the applicable limit of liability.


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**B. Duties After Loss**

**1.** In case of a loss to covered property, we have no duty to provide coverage under this Policy, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other "insured" seeking coverage, or by a representative of either.

**a.** Give prompt notice to us or the insurance agent shown in the Declarations.

Except for reasonable emergency measures taken under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

**(1)** 72 hours after we are notified of the loss;

**(2)** The time of loss inspection by us; or

**(3)** The time of other approval by us;

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

**(1)** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect; and

**(2)** Keep an accurate record of expenses;

**c.** Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief, and provide us a copy of the police report;

**d.** Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

**(1)** The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;

**(2)** The names of all persons who resided at the insured location at the time of loss;

**(3)** The interests of all "insureds" and all others in the property involved and all liens on the property;

**(4)** Other insurance which may cover the loss;

**(5)** Changes in title or occupancy of the property during the term of the Policy;

**(6)** Specifications of the damage to the dwelling and other structures; including:

**(a)** Detailed descriptions of the damage to the property;

**(b)** Repair estimates which show the extent of damage to each item or property;

**(c)** Estimated amount(s) to repair or replace each item of property; and

**(d)** Amount(s) of payment made for any temporary or permanent repairs.

Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;

**(7)** The inventory of damaged personal property described in **1.k.** below; and

**(8)** Receipts for additional living expenses incurred and records that support the fair rental value loss;

**e.** Produce any updates to the documents and information in **1.a.** through **1.d.** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:

**(1)** As this information becomes available, and if additional loss or damage is discovered or incurred; and

**(2)** If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

**f.** Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

A representative of an “insured”:

**(1)** Must cooperate with our investigation;

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**(2)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and

**(3)** May not act in any manner to obstruct our investigation;

**g.** As often as we reasonably require, allow us or any person authorized to act on our behalf:

**(1)** Access to the "residence premises";

**(2)** To inspect the "residence premises", and to inspect subject to paragraphs **1.n.**, **o.** and **p.** below all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the "residence premises"; and

**(3)** To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;

**h.** At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;

**i.** Execute all work authorizations and allow contractors and related parties entry to the property;

**j.** Keep an accurate record of repair expenses;

**k.** Prepare an inventory of damaged personal property showing the:

**(1)** Quantity;

**(2)** Description;

**(3)** Actual cash value; and

**(4)** Amount of loss.

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

**l.** As often as we or any person authorized to act on our behalf, reasonably require:

**(1)** Show the damaged property retained as required by this Policy; and

**(2)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;

**m.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;

**n.** To the degree reasonably possible, retain the damaged property, and any photographs and videos of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos;

**o.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;

**p.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;

**q.** As often as we or any person authorized to act on our behalf reasonably require:

**(1)** You or any "insured";

**(2)** Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an "insured"; and

**(3)** Any agent or representative, including any public adjuster, engaged on behalf of you or any "insured", or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in **q.(2)** above;

must:

**(1)** Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of each other or any other "insured";

**(2)** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and

**(3)** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

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**2.** The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

**C. Loss Settlement**

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided under SECTION **I** – PROPERTY COVERAGES in Additional Coverages **F.4.** Ordinance Or Law.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

Covered property losses are settled as follows:

**1.** Property of the following types:

**a.** Personal property;

**b.** Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

**c.** Structures that are not buildings; and

**d.** Gravemarkers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

**2.** Buildings covered under Coverage **A** or **B** at replacement cost, subject to the following:

**a.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay, subject to **2.d.** below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to **2.d.** below.

**b.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:

**(1)** The actual cash value of that part of the building damaged, after application of the deductible; or

**(2)** That proportion of the cost to repair or replace, after application of the deductible, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.

**c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

**(1)** Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;

**(2)** Those supports in **(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement;

**(3)** Underground flues, pipes, wiring and drains; and

**(4)** Structures and other property excluded or not covered elsewhere in your Policy.

**d.** Under **2.a.** and **2.b.** above, we will settle the loss as follows:

**(1)** We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.

**(2)** We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the dwelling occurs, the provisions of **2.d.** above do not apply and we will pay, up to the applicable limit of liability, the replacement cost coverage amount without deduction for depreciation.

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**e.** Under **2.a.** and **2.d.** above, we will pay not more than the least of the following amounts:

**(1)** The limit of liability under this Policy that applies to the building;

**(2)** The replacement cost of that part of the building damaged with material of like kind and quality and for like use, without deduction for depreciation; or

**(3)** The necessary amount to repair or replace the damaged building.

**f.** If at the time of loss:

**(1)** Paragraph **2.a.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.e.** above.

**(2)** Paragraph **2.b.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.b.** above.

**g.** If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:

**(1)** Not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:

**(a)** Vandalism;

**(b)** Malicious mischief;

**(c)** Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;

**(d)** Dwelling glass breakage;

**(e)** Water damage;

**(f)** Theft; or

**(g)** Attempted theft.

**(2)** Reduce the amount we would otherwise pay for a covered loss by 15%.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.

**3.** In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

**a.** Complete the professional engineer's recommended repairs; or

**b.** Pay the policy limits without a reduction for the repair expenses incurred.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

**D. Matching Of Undamaged Property And New Material**

**1.** When a loss requires replacement of items and the replaced items do not match in quality, color, or size of items in adjoining areas, we will make reasonable repairs or replacement of items in those adjoining areas due to a covered property loss, when:

**a.** Repairs and replacement of the undamaged property are performed, or

**b.** A copy of an executed contract between you and the licensed contractor performing the repairs or replacement is provided to us.

The executed contract shall include a description of each item of undamaged property to be repaired or replaced as a result of the covered loss and the estimated amount to repair or replace each item.

**2.** In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

**a.** The cost of repairing or replacing the undamaged portions of the property;

**b.** The degree of uniformity that can be achieved without such costs;

**c.** If repairing or replacing the undamaged material is reasonable;

**d.** The remaining useful life of the undamaged portion; and

**e.** Other relevant factors.

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**E. Loss To A Pair Or Set**

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

**1.** Repair or replace any part to restore the pair or set to its value before the loss; or

**2.** Pay the difference between actual cash value of the property before and after the loss.

**F. Glass Replacement**

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required.

**G. Alternative Dispute Resolution**

**1.** Mediation.

If you and we are in dispute regarding a claim under this Policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

**a**. If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

**b.** We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.

**c.** However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

**(1)** The actual cash expenses you incurred while attending the conference; and

**(2)** Also pay the mediator's fee for the rescheduled conference.

**2.** Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

**a.** If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

**b.** The estimate in **2.a.** above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

**c.** In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.

**d.** The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.

Both appraisers must sign the written report of agreement.

**e.** If they fail to agree, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of residential property damage estimates, conducting on-site examination of residential property damages and reviewing residential expert reports, regarding the repair and replacement of residential property damage.

**f.** If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**g.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

**h.** The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:

**(1)** The two appraisers who have agreed in setting the amount of loss; or

**(2)** The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.


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The appraisal award shall include the following:

**(1)** A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;

**(2)** The agreed amount of each item, its replacement cost value and corresponding actual cash value;

**(3)** Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and

**(4)** A statement of "This award is made subject to the terms and conditions of the Policy."

**i.** Each party will:

**(1)** Pay its own appraiser, including their costs associated with producing the estimate described in **2.a.** above; and

**(2)** Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.

**j.** You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the Policy.

**k.** If, however, we requested the mediation in **1.** above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

**l.** If, however, you or any party other than us requested the mediation in **1.** above, we may still demand appraisal.

**H. Other Insurance And Service Agreement**

If a loss covered by this Policy is also covered by:

**1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss.

**2.** A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

**I. Suit Against Us**

No action can be brought against us; unless:

**1.** Notice of the loss has been given to us;

**2.** There has been full compliance with all of the terms of this Policy;

**3.** If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and

**4.** The action is started within 5 years after the date of the loss.

**J. Our Option**

**1.** If we give or mail you, or "electronically transmit" to you, written notice within 30 days after we receive your signed, sworn proof of loss; and:

**a.** The damaged property under Coverage **A** – Dwelling in SECTION **I** – PROPERTY COVERAGES is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair any part or item of the damaged Coverage **A** property with material or property of like kind and quality.

**(2)** If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**b.** The damaged property is not insured for replacement cost loss settlement as outlined in SECTION – **I** CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

**(2)** If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**2.** If the damaged property is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement, we will pay the amount of loss, as noted in Paragraph **C.2.d.** of the Loss Settlement provision.


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However, if form **CIT 04 90** is part of this Policy at the time of loss, we will pay as provided in Paragraph **C** of the form, the eligible property described in paragraph **A.1.** of form **CIT 04 90**.

**3.** Paragraphs **J.1.** and **J.2.** above do not apply to the services that are provided under form **CIT 04 85**.

**4.** Paragraphs **J.1.** and **J.2.** above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **CIT 04 86**.

**5.** Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

**K. Loss Payment**

**1.** We will adjust all losses with you.

Paragraphs **2.** through **8.** below apply to all covered loss or damage.

**2.** We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.

**3.** Loss will be payable:

**a.** 20 days after we receive your proof of loss and reach written agreement with you; or

**b.** 60 days after we receive your proof of loss; and

**(1)** There is an entry of a final judgment; or

**(2)** There is a filing of an appraisal award or a mediation settlement with us.

**c.** Within 60 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control.

Paragraph **3.c.** above does not form the sole basis for a private cause of action against us.

**4.** Payment of a portion of the claim(s) being asserted in a loss under this Policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.

**5.** In the event any services, or part or portion of any services described in form **CIT 04 85** are performed by the “Contractor” under **CIT 04 85**, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraph **1.** under Condition **K.** in **CIT 04 85**.

**6.** In the event any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B** which under **CIT 04 86** are performed by the “Contractor” as described in the scope of repairs for covered damages, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraphs **1.**, **2.** and **3.** under Condition **K.** in **CIT 04 86**.

**7.** For all other covered loss or covered damage, not part of paragraph **6.** above, we will pay you in accordance with paragraphs **1.** through **5.** above.

**L. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

**M. Mortgage Clause**

The word "mortgagee" includes trustee and lienholder.

**1.** If a mortgagee is named in this Policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear.

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

**2.** If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

**a.** Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

This notice includes notifying us of foreclosure or if a foreclosure has been initiated;

**b.** Pays any premium due under this Policy on demand if you have neglected to pay the premium; and

**c.** Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

**3.** Paragraph **G.2.** Appraisal, **I.** Suit Against Us and K. Loss Payment under SECTION I – CONDITIONS also apply to the mortgagee.

**4.** If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.


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5. If we pay the mortgagee for any loss and deny payment to you:
   a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
   b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

      In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
6. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**N. No Benefit To Bailee**

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

**O. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in SECTION **I**.
3. This Policy does not apply under SECTION **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**P. Recovered Property**

1. If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery.
2. At your option, the property will be returned to or retained by you or it will become our property.
3. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**Q. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

**R. Adjustment To Property Coverage Limits**

If your Policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

1. These adjustments will keep pace with inflation; or
2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. Deductible**

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

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

**T. Policy Period**

This Policy applies only to loss which occurs during the policy period.

**U. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

1. We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;
   b. Concealed any material fact or circumstance; or
   c. Engaged in fraudulent conduct.
2. We do not provide coverage under this Policy to you or any “insureds”, when you or any “insured” had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any “insured”, or any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.
3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the Policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any “insureds” or any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;


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**b.** Concealed any material fact or circumstance; or

**c.** Engaged in fraudulent conduct.

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

**V. Claim, Supplemental Claim, Or Reopened Claim**

**1.** A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

**2.** A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

**3.** For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

**1.** Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

**2.** Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

**B. Coverage F – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

**1.** To a person on the "insured location" with the permission of an "insured"; or

**2.** To a person off the "insured location", if the "bodily injury":

**a.** Arises out of a condition on the "insured location" or the ways immediately adjoining;

**b.** Is caused by the activities of an "insured";

**c.** Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

**d.** Is caused by an animal owned by or in the care of an "insured".

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

**1.** Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

**a.** Is registered for use on public roads or property;

**b.** Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

**c.** Is being:

**(1)** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;

**(2)** Rented to others;

**(3)** Used to carry persons or cargo for a charge; or

**(4)** Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**d.** Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in **A.2.d.** below, all whether subject to motor vehicle registration or not.


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**2.** If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

**a.** In dead storage on an "insured location";

**b.** Located on the “residence premises” and used solely to service the residence;

**c.** A riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” to mow a lawn or at the time of the “occurrence” is being used by a “residence employee” to mow the “residence premises”. However, this provision **2.c.** does not include a riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” or any other person while engaged in a “business”.

**d.** Designed solely to assist the handicapped and, at the time of an "occurrence", it is:

**(1)** Being used to assist a handicapped person; or

**(2)** Parked on an "insured location";

**e.** A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:

**(1)** Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

**(2)** Cross public roads at designated points to access other parts of the golfing facility;

**f.** A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground.

**B. Watercraft Liability**

**1.** Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

**a.** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

**b.** Rented to others;

**c.** Used to carry persons or cargo for a charge; or

**d.** Used for any "business" purpose.

**2.** If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

**a.** Is stored;

**b.** Is a sailing vessel, with or without auxiliary power, that is:

**(1)** Less than 26 feet in overall length; or

**(2)** 26 feet or more in overall length and not owned by or rented to an "insured"; or

**c.** Is not a sailing vessel or “personal watercraft” and is powered by:

**(1)** An inboard or inboard-outdrive engine or motor of:

**(a)** 50 horsepower or less and not owned by an "insured"; or

**(b)** More than 50 horsepower and not owned by or rented to an "insured"; or

**(2)** One or more outboard engines or motors with:

**(a)** 25 total horsepower or less;

**(b)** More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. Personal Watercraft Liability**

This Policy does not cover "personal watercraft liability".

**D. Aircraft Liability**

This Policy does not cover "aircraft liability".

**E. Hovercraft Liability**

This Policy does not cover "hovercraft liability".

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

**Coverages E** and **F** do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

**a.** Is of a different kind, quality or degree than initially expected or intended; or

**b.** Is sustained by a different person, entity or property than initially expected or intended;

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**2. Business**

**a.** Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **F.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

**b.** This Exclusion **F.2.** applies to the rental or holding for rental of an "insured location" through a "home-sharing network platform", but does not apply to the rental or holding for rental of an "insured location":

**(1)** On an occasional basis if used only as a residence;

**(2)** In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

**(3)** In part, as an office, school, studio or private garage;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

**a.** Owned by an "insured";

**b.** Rented to an "insured"; or

**c.** Rented to others by an "insured";

that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment, hazing, bullying, or physical or mental abuse;

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

**a.** A Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; or

**b.** Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

**a.** Cocaine;

**b.** LSD; and

**c.** All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

**9. Ownership, Rental, Borrowing, Use, Or Supervision**

"Bodily injury" or "property damage" which is caused by or arising out of the ownership, rental, borrowing, use, or supervision from any of the following:

**a**. Trampolines;

**b.** Rebound devices and similar apparatus;

**c.** Ramps while being used for stunts;

**d.** Bounce houses and similar apparatus;

**e.** Zip lines;

**f.** Pool slides;

**g.** Diving boards;

**h.** Empty or unprotected swimming pools.

An unprotected swimming pool is a swimming pool that is not completely enclosed by a permanent barrier such as a wall, fence, or screen enclosure;

**i.** Empty or unprotected hot tubs and spas.


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An unprotected hot tub or spa is a hot tub or spa that does not have a locking cover or a permanent barrier such as a wall, fence or screen enclosure; or

**j.** Skateboard ramps or bicycle ramps;

whether the “bodily injury” or “property damage” occurs on the residence premises” or elsewhere;

**10. Criminal Acts**

Criminal acts means any and all criminal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured; or

**11. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

“Bodily injury” or “property damage” arising:

**a.** Out of the ingestion of paint that has lead in it;

**b.** Out of the ingestion of paint that has lead compounds in it;

**c.** Out of the inhalation of paint that has lead in it;

**d.** Out of the inhalation of paint that has lead compounds in it;

**e.** From radon, or any other substance that emits radiation;

**f.** In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:

**(1)** Vapors or fumes;

**(2)** Gas or oil;

**(3)** Toxic chemicals, liquid or gas;

**(4)** Waste materials; or

**(5)** Irritants, contaminants or pollutants.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** “Personal Watercraft Liability”, **D.** "Aircraft Liability", **E.** "Hovercraft Liability", **F.4.** "Insured's" Premises Not An "Insured Location" and **F.9.** “Ownership, Rental, Borrowing, Use, Or Supervision” do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**G. Coverage E – Personal Liability**

Coverage **E** does not apply to:

**1.** Liability:

**a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under SECTION **II** – Additional Coverages;

**b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

**(1)** That directly relate to the ownership, maintenance or use of an "insured location"; or

**(2)** Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this Policy;

**2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

**3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

**4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**5.** "Bodily injury" or "property damage" for which an "insured" under this Policy:

**a.** Is also an insured under a nuclear energy liability policy issued by the:

**(1)** Nuclear Energy Liability Insurance Association;

**(2)** Mutual Atomic Energy Liability Underwriters;

**(3)** Nuclear Insurance Association of Canada,

or any of their successors; or

**b.** Would be an insured under that Policy but for the exhaustion of its limit of liability;


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**6.** "Bodily injury" to you or an "insured" as defined under Definition **13.a.** or **13.b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

**a.** Repay; or

**b.** Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured";

**7.** “Bodily injury” or “property damage” caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or

**8.** “Bodily injury” or “property damage” caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the “bodily injury” or “property damage” damage occurs on the “residence premises” or elsewhere.

However, this Exclusion **8.** does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

**H. Coverage F – Medical Payments To Others**

Coverage **F** does not apply to "bodily injury":

**1.** To a "residence employee" if the "bodily injury":

**a.** Occurs off the "insured location"; and

**b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";

**2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**3.** From any:

**a.** Nuclear reaction;

**b.** Nuclear radiation; or

**c.** Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

**d.** Any consequence of any of these; or

**4.** To:

**a.** A "home-sharing occupant"; or

**b.** Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**A. Claim Expenses**

We pay:

**1.** Expenses we incur and costs taxed against an "insured" in any suit we defend;

**2.** Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;

**3.** Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting us in the investigation or defense of a claim or suit; and

**4.** Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

**C. Damage To Property Of Others**

**1.** We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

**2.** We will not pay for "property damage":

**a.** To the extent of any amount recoverable under SECTION **I** of this Policy;

**b.** Caused intentionally by an "insured" who is 13 years of age or older;

**c.** To property owned by an "insured";

**d.** To property owned by or rented to a tenant of an "insured" or a resident in your household; or

**e.** Arising out of:

**(1)** A "business" engaged in by an "insured";

**(2)** Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or


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**(3)** The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, “personal watercraft”, or “motor vehicles”.

This Exclusion **C.2.e.(3)** does not apply to a "motor vehicle" that:

**(a)** Is designed for recreational use off public roads;

**(b)** Is not owned by an "insured"; and

**(c)** At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**D. Loss Assessment**

**1.** We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

**a.** “Bodily injury” or “property damage” not excluded from coverage under SECTION **II** - Exclusions; or

**b.** Liability for an act of a director, officer, or trustee in the capacity as a director, officer or trustee, provided such person:

**(1)** Is elected by the members of a corporation or association of property owners; and

**(2)** Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

**2.** Condition **J.** Policy Period under SECTION **II** – Conditions does not apply to this Loss Assessment Coverage.

**3.** Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:

**a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

**b.** A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

**4.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**SECTION II – CONDITIONS**

**A. Limit Of Liability**

**1.** Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations.

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

**2.** Vicarious Parental Sublimit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is $10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

**3.** The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds", claims made or persons injured.

**4.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

**a.** Inhalation of;

**b.** Ingestion of;

**c.** Contact with;

**d.** Exposure to;

**e.** Existence of; or

**f.** Presence of:

Any "fungi", wet or dry rot, yeast or bacteria will not be more than $50,000.

**5.** The limit of liability in **4.** above applies regardless of the:

**a.** Number of locations insured under the Policy;

**b.** Number of persons injured;

**c.** Number of persons whose property is damaged;

**d.** Number of "insureds"; or

**e.** Number of "occurrences" or claims made.


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**6.** The Aggregate Sublimit in **4.** above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

**7.** The sublimit in **4.** above is within, but does not increase, the Coverage **E** limit of liability.

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

**B. Severability Of Insurance**

This insurance applies separately to each "insured", except with respect to the Aggregate Sublimit of Liability of $50,000 described under SECTION II CONDITIONS, condition **A.4.** “Fungi", Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

This condition will not increase our limit of liability for any one “occurrence”.

**C. Duties After "Occurrence"**

In case of an "occurrence", you or an "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if there is failure to comply with any of the following duties. You will help us by seeing that these duties are performed:

**1.** Give written notice to us or your insurance agent as soon as is practical, which sets forth:

**a.** The identity of the Policy and the "named insured" shown in the Declarations;

**b.** Reasonably available information on the time, place and circumstances of the "occurrence"; and

**c.** Names and addresses of any claimants and witnesses;

**2.** Cooperate with us in the investigation, settlement or defense of any claim or suit;

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim or suit.

A representative of an “insured”:

**a.** Must cooperate with our investigation;

**b.** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim or suit; and

**c.** May not act in any manner to obstruct our investigation;

**3.** As often as we or any person authorized to act on our behalf reasonably require:

**a.** You or any “insured”; and

**b.** Any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if you are the trustee, association, corporation or other entity, who is an “insured”;

must:

**a.** Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of any other "insured" or any other person, except for your legal representative;

**b.** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and

**c.** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

**4.** Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

**5.** At our request:

**a.** Help us to make settlement;

**b.** Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

**c.** Help us with the conduct of suits and attend hearings and trials;

**d.** Help us to secure and give evidence and obtain the attendance of witnesses; and

**e.** Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.

**6.** With respect to **C.** Damage To Property Of Others under SECTION **II** – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;

**7.** No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".


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**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others.**

**1.** The injured person or someone acting for the injured person will:

**a.** Give us written proof of claim, under oath if required, as soon as is practical; and

**b.** Authorize us to obtain copies of medical reports and records.

**2.** The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage F – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

**1.** No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Section **II**.

**2.** No one will have the right to join us as a party to any action against an "insured".

**3.** Also, no action with respect to Coverage **E** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An Insured**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

**I. Joint Obligations**

The terms of this Policy impose joint obligations on persons defined as an “insured”. This means that the responsibilities, acts and failures to act of a person defined as an “insured” will be binding upon another person defined as an “insured”.

**J. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**K. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:

**1.** Made one or more material incorrect statements or representations;

**2.** Concealed any material fact or circumstance; or

**3.** Engaged in fraudulent conduct.

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

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

**1.** A subsequent edition of this Policy; or

**2.** An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Cancellation**

**1.** You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

**2.** If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting the first named insured know in writing of the date cancellation takes effect.


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This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**a.** When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

**b.** If:

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

**(2)** We determine that an "insured" has unreasonably caused a delay in the repair of the dwelling or other structure; or

**(3)** We have paid policy limits;

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

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

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

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

**a.** When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:

**(1)** A material misstatement or misrepresentation; or

**(2)** Failure to comply with underwriting requirements;

**b.** We may also cancel this Policy subject to the following provisions.

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

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

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

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

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

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

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

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

**(a)** If there has been a material misstatement;

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

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

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

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


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

**(4)** When this Policy has been in effect for more than 90 days, we may not cancel:

**(a)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”; or

**(b)** On the basis of credit information available in public records.

**(5)** If any of the reasons listed in Paragraphs **C.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

**4.** If the date of cancellation becomes effective during a "hurricane occurrence":

**a.** The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

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

**5.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**6.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**D. Nonrenewal**

**1.** We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or “electronically transmitting” to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

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

**(1)** You have not paid the renewal premium;

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

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

**(4)** We have paid policy limits.

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

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

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


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**c.** If the conditions described in Paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

**(1)** When nonrenewal is for:

**(a)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(b)** A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**(2)** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**d.** Depopulation Provision.

**(1)** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

**(a)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

**(b)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**(2)** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**2.** We will not nonrenew this Policy:

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

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

**c.** On the basis of filing of claim(s) for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

**d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

**e.** On the basis of credit information available in public records.

**3.** If the date of nonrenewal becomes effective during a "hurricane occurrence":

**a.** The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period the Policy remains in effect.

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

**E. Assignment**

Assignment of this Policy will not be valid unless we give our written consent.

**F. Salvage**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.

**G. Subrogation**

**1.** An "insured" may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.


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**2.** If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

**3.** Subrogation does not apply under SECTION **I** – PROPERTY COVERAGES, to Coverage **E.** Reasonable Emergency Measures or under SECTION **II** – ADDITIONAL COVERAGES, to Additional Coverage **C.** Damage To Property Of Others.

**H. Inspections And Surveys**

**1.** We have the right to:

**a.** Make inspections and surveys at any time;

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

**c.** Recommend changes.

**2.** We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

**a.** Are safe or healthful; or

**b.** Comply with laws, regulations, codes or standards.

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

**I. Notification Regarding Access**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**J. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

**1.** We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;

**2.** "Insured" includes:

**a.** An "insured" at the time of your death, but only while a resident of the "residence premises"; and

**b.** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**K. Renewal Notification**

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

**1.** Of our decision to renew this Policy; and

**2.** The amount of renewal premium payable to us.

This notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured, at least 45 days before the expiration date of this Policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**L. Document Transmittal**

Upon affirmative election by you for Citizens to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

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

**Citizens Property Insurance Corporation**


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**HOMEOWNERS**
**CIT 04 85 02 23**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## EMERGENCY WATER REMOVAL SERVICES

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, with your consent a "Contractor(s)" that is participating in the Program will contact you. The "Contractor" will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION **I** –CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Citizens claim representative at the telephone number provided to you, or call our toll free Call Center at 866.411.2742 and a representative will be available to discuss your concerns.

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**CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, a participating "Contractor" will be in contact with you to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

   When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.
3. SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
4. Your deductible does not apply to the services provided under this "Endorsement".
5. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the $3,000 limit under SECTION **I** - PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures and will not be deducted from the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.**, in **CIT HO-3**.


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All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the $3,000 limit under Section **I** – PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures which will be deducted from the $10,000 limit on coverage provided in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures.

**6.** This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.

**7.** We will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment of this "Endorsement" for services the "Contractor" provides under this "Endorsement".

**8.** Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

**9.** In consenting to participate in the services provided under this "Endorsement", you acknowledge that Citizens is not a party to the contract between you and the Program "Contractor".

**DEFINITIONS**

The following definition is added:

The term "Endorsement" shall mean "form **CIT 04 85**" and shall mean "form **CIT 04 85**" in the paragraph(s) added or replaced in **CIT HO-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to provide the services under this "Endorsement".

**SECTION I – CONDITIONS**

Condition **B. Duties After Loss**

The following paragraphs are added to Condition **B.** Duties After Loss in **CIT HO-3**:

Your duties under Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:

**1.** Prevent the "Contractor" from providing or completing the services, or

**2.** Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement**"** are not a loss inspection. All conditions stipulated in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss, paragraph **B.1.** in **CIT HO-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition **K. Loss Payment**

Regarding the services performed under this "Endorsement", Condition **K.** Loss Payment paragraphs **1.**, **2.** and **3.** are deleted in **CIT HO-3** and replaced with paragraph **1.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly.


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**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added under SECTION **I** AND **II** – CONDITIONS to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires agreement to a mutual schedule with you, and your permission for the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

**TERMINATION OF CONSENT**

**1.** Your consent to participate in this "Endorsement" is terminated if you or your representative:

**a.** Notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the emergency water removal services under this "Endorsement".

**b.** Fail to sign or execute any contract(s) or authorization(s) provided by the "Contractor" for emergency water removal services.

Upon termination of your consent, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

**a.** All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".

**b.** The deductible described under SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

**POLICY PROVISIONS**

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.


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**HOMEOWNERS**
**CIT 04 86 02 23**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## MANAGED REPAIR CONTRACTOR NETWORK PROGRAM

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, a "Contractor" that is participating in the Program will contact you. We or the "Contractor(s)" will provide a scope of repairs for covered damages to your dwelling and other structures, covered under Coverage **A** or **B**, for damage or loss from a covered peril described in your Policy. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us. As a Program participant, you will directly contract with the "Contractor" to make the repairs of covered damages provided in the scope you received.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Citizens' claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.411.2742 and a representative will be available to discuss your concerns.

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### CONSENT

You must provide written consent to participate in this Program.

Your written consent to participate in this Program can only be provided to us by completing and returning to us, on or after reporting a claim of loss or damage, the Program Consent Form provided to you by Citizens.

The provisions of this "Endorsement" are only for that reported claim of loss or damage. The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another written consent in a Program Consent Form provided by Citizens.

### PROGRAM PARTICIPATION

**1.** Your participation in the Program as described in this Endorsement and your Policy is contingent upon the property, prior to or at the time of the loss, being in a condition that does not impair or prevent the Program "Contractor's" ability to repair the covered loss.

**2.** Your participation in the Program is terminated if we or the Program "Contractor" determine:

**a.** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or

**b.** The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.

**3.** If the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** is applicable to the covered loss, the $10,000 limit on coverage does not apply while you are participating in the Program.

However, if your participation in the Program is terminated under **1.** or **2.** above or terminated as described elsewhere in this "Endorsement" and the $10,000 limit on coverage is applicable to the covered loss, the $10,000 limit on coverage applies.

**4.** You are not eligible to participate in the Program if:

**a.** You incur any costs for repairs or you start any repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, prior to our receipt of your written consent to participate in the Program and the execution of the contract between you and the "Contractor"; or

**b.** You request participation in the Program after you have incurred any costs for repairs or you have started any repairs, replacement or rebuilding of property described under Coverage **A** or **B**.

In this event, the most we will pay is the applicable limit of liability or if applicable the $10,000 limit on coverage, as described and provided in your Policy.


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**AGREEMENT**

The following, subject to the PROGRAM PARTICIPATION provisions of this "Endorsement", are added:

**1.** In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**a.** We or the "Contractor" will provide you a scope of repairs for covered damages.

**b.** As necessary, we will provide you a revised scope(s) of repairs for covered damages describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original scope of repairs for covered damages.

Together, these scopes under **a.** and **b.** above are your scope of repairs for covered damages to property covered under Coverage **A** or Coverage **B**.

**2.** To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us and directly enter into a contract with the Program's "Contractor" to repair, replace or rebuild the damaged property included in the scope of repairs for covered damages.

**a.** The contract between you and the "Contractor" will be for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the scope of repairs for covered damages. We are not a party to the contract between you and the "Contractor" and the "Contractor" is not an agent of Citizens.

**b.** Payment for the repairs, replacement or rebuilding of the damaged property in the contract described in paragraph **2.a.** above will be paid directly to the "Contractor" as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus any applicable deductible.

**3.** Until you provide written consent to participate in the Program and execute the contract with the "Contractor", the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**a.** Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss will be deducted from the $10,000 limit on coverage.

**b.** The $10,000 limit on coverage applies if:

**(1)** You do not provide written consent to participate in the Program;

**(2)** Your participation in the Program has been terminated by you or us; or

**(3)** You make a subsequent request to participate in the Program for the same loss and your request is not accepted by us.

**4.** Any payment made by us to you for a loss, minus any payment made by us to you under SECTION **I** - PROPERTY COVERAGES **E.** Reasonable Emergency Measures for that loss, must be returned to us if for the same loss if:

**a.** The Program is re-offered to you and you consent to participate in the Program; or

**b.** A subsequent request by you to participate in the Program is accepted by us.

**5.** If a contract has been executed between you and the "Contractor" as described in the "Endorsement", you will be responsible for payment to the "Contractor" of the deductible described in SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3**.

**6.** We will pay the "Contractor" directly as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus the deductible you are responsible for in **5.** above, for the amount, if any, owed the "Contractor" for their performance of repairs, replacement or rebuilding of covered property covered under Coverages **A** or **B** indicated in the scope of repairs for covered damages.

**7.** In no event will you be responsible for paying more than one deductible in any one loss.


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**8.** If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures, the applicable limit of liability shown in your Declarations will apply instead.

**9.** This "Endorsement" does not:

**a.** Increase the limit of liability that applies to the covered property;

**b.** Alter or change, under SECTION **I** - PROPERTY COVERAGES, any Additional Coverage in **F.** Additional Coverages, or alter or change any Other Coverage in **G.** Other Coverages, and each Additional Coverage or Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **CIT HO-3**; or

**c.** Alter or change the deductible provision in your Policy.

**10.** Your duties under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:

**a.** Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;

**b.** Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**; or

**c.** Have another party perform or contract to perform a duty on your behalf.

**11.** Any dispute between you and us, regarding the scope of repairs for covered damages of property covered under Coverage **A** or **B** is subject to SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal as described in this "Endorsement".

The Appraisal may be requested by you or by us.

**12.** Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

**TERMINATION OF CONSENT**

**1.** If you have provided written consent in a Program Consent Form to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the scope of repairs for covered damages we or the "Contractor" provide to you under this "Endorsement".

**2.** If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".

**3.** If you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".

**4.** If you fail to execute the contract provided by the "Contractor" within ten business days from the date the contract is delivered to you, this constitutes termination of your consent to the Program provided under this "Endorsement".

**5.** Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply, including but not limited to:

**a.** All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3**.

**b.** Our option to repair, rebuild or replace property as described under SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3**.

**6.** When participation in the Program is terminated, the Program "Contractor" will stop repairs, replacement and rebuilding of the property.

In this event, if the loss is subject to the $10,000 limit on coverage described in paragraphs **A.3.** and **A.6.** in **CIT HO-3** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** –


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Other Structures, the $10,000 limit on coverage applies to the loss.

**DEFINITIONS**

The following definition is added:

"Endorsement"

The term "Endorsement" means "form **CIT 04 86**" and means "form **CIT 04 86**" in the paragraph(s) in this "Endorsement" that are added or replaced in **CIT HO-3**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor"

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to inspect and document your loss, prepare a scope(s) for repair of covered damages covered under Coverage **A** or **B** and to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B**, under this "Endorsement".

**SECTION I – PROPERTY COVERAGES**

The following is added to Coverage **D** - Loss Of Use in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Under **1.** Additional Living Expense or **2.** Fair Rental Value:

**a.** We will not pay for any time period where you, any other "insured" seeking coverage or a representative of either, act in a manner to unreasonably obstruct or unreasonably delay the "Contractor" from repairing, replacing or rebuilding the property that is subject to the scope of repairs for covered damages under this "Endorsement"; or

**b.** We will not pay for any time period caused by:

**(1)** The performance by the "Contractor" of additional repairs, replacement or rebuilding of property requested by you, any other "insured" seeking coverage or a representative of either, that are not included in the scope of repairs for covered damages provided under this "Endorsement"; or

**(2)** To correct loss or damages existing prior to or at the time of loss.

In no event will we make duplicate payments under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use under SECTION **I** – PROPERTY COVERAGES, **D.** Coverage **D** – Loss Of Use, for the same loss or damage or for the same loss occurrence.

**SECTION I – CONDITIONS**

Condition **C. Loss Settlement**

The following paragraphs are added to Condition **C.** Loss Settlement in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition **C.** Loss Settlement paragraph **C.2.d.** in **CIT HO-3** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition **G.2. Appraisal**

For disputes arising under the application of this "Endorsement" Condition **G.2.** Appraisal is deleted in **CIT HO-3** and is replaced by the following regarding the scope of repairs for covered damages that describes the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**2.** Appraisal.

For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to the scope of repairs for covered damages, and only applies to the resolution of disputes regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement".


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**a.** If you and we fail to agree on the scope of repairs for covered damages, either party may demand appraisal.

**b.** If you or we demand appraisal, the demand must be in writing and shall include a detailed scope of repairs for covered damages which identifies each item of damaged property, describes the extent of the damage and indicates whether each item should be repaired, rebuilt or replaced.

**c.** Each party will choose a competent appraiser within 20 days after receiving a written demand for appraisal from the other.

**d.** If the appraisers submit a written report of an agreement to us, the scope of repairs for covered damages agreed upon will be the scope of repairs for covered damages for purposes of this "Endorsement".

**e.** If they fail to agree on a scope of repairs for covered damages within 30 days, unless the period of time is extended by mutual agreement between you and us, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request in writing that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**f.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the scope of repairs for covered damages for purposes of this "Endorsement".

**g.** The appraisal award will be in writing and shall include the following:

**(1)** A detailed list, which includes the description and the grade of material for the repairs, replacement or rebuilding of each specific item included in the award from the appraisal findings; and

**(2)** A statement of "This award is made subject to the terms and conditions of the policy."

**h.** Each party will:

**(1)** Pay its own appraiser, including their fees and expenses associated with their appraisal services; and

**(2)** Pay reasonable fees and reasonable expenses of the appraisal and umpire equally.

**i.** Satisfaction of the award or any part of the award will be made in accordance with Condition **K.** Loss Payment described in this "Endorsement".

**j.** For resolution of disputes unrelated to this "Endorsement", SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal in **CIT HO-3** is available in accordance with its provisions.

Condition **K. Loss Payment**

Regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** performed under this "Endorsement", Condition **K.** Loss Payment, paragraphs **1.**, **2.**, and **3.** are deleted in **CIT HO-3** and replaced by paragraphs **1.**, **2.** and **3.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly for the covered repairs described in the scope of repairs for covered damages.

**2.** We will include you on the check in **1.** above.

**3.** In no event will we make duplicate payments for the same element of loss.

**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Citizens, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting and documenting your loss, preparing a scope(s) of repairs for covered damages and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.


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**HOMEOWNERS**
**CIT 04 96 02 23**

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

# NO SECTION II – LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS
# LIMITED SECTION I – PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

**A.** "Business", as defined in the Policy, means:

**1.** A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis;

**2.** "Home-sharing host activities"; or

**3.** Any other activity engaged in for money or other compensation, except the following:

**a.** One or more activities:

**(1)** Not described in **b.** through **d.** below; and

**(2)** For which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**d.** The rendering of home day care services to a relative of an "insured".

**B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

**C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

**1.** That an "insured" engages in for money or other compensation; and

**2.** From which an "insured" receives more than $2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

**D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

**1.** Described in **A.2.** above, and

**2.** Engaged in for money by a single "insured";

may be considered a "business" if the $2,000 threshold is exceeded.

**E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this Policy:

**1.** Does not provide:

**a.** Section **II** coverages. This is because a "business" of an "insured" is excluded under **F.2.** of Section **II** – Exclusions;

**b.** Coverage, under Section **I**, for other structures from which any "business" is conducted; and

**2.** Limits Section **I** coverage, under Coverage **C** – **3.** Special Limits of Liability, for "business" property:

**a.** On the "residence premises" for the home day care "business" to $2,500. This is because Category **h.** (**e.** in Form **CIT HO-8**) imposes that limit on "business" property on the "residence premises";


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**b.** Away from the "residence premises" for the home day care "business" to $250. This is because Category **i.** (**f.** in Form **CIT HO-8**) imposes that limit on "business" property away from the "residence premises". Category **i.** (**f.** in Form **CIT HO-8**) does not apply to property described in Categories **j.** and **k. (g.** and **h.** respectively in Form **CIT HO-8**).

Business definition paragraph **A.2.** above, regarding "Home-sharing host activities", does not apply when Policy forms **CIT MHO-3** or **CIT MHO-4** are shown in your Declarations.

All other provisions of this Policy apply.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **G.3.** is added to SECTION **I** – CONDITIONS, Condition **G.** Alternative Dispute Resolution in Forms **CIT HO-3**, **CIT HO-4, CIT HO-6** and **CIT HO-8**:

(This is **G.4.** in Forms **CIT HO-4** and **CIT HO-6**)

**3.** Division of Administrative Hearings Proceedings.

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim determinations made by us. We will reimburse DOAH for the costs it incurs for any arbitration proceedings.

For purposes of this Condition **G.3.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you have presented to us.

**a.** If there is a dispute regarding a claim determination after you have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you or we may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH. If the party served with a written demand believes that the dispute is ineligible for resolution before DOAH for some reason, it shall promptly so advise the party that made the written demand.

**b.** Neither party may demand resolution before DOAH for any claim for “sinkhole loss” or any claim that is in the Managed Repair Program under Form **CIT 04 86**.

**c.** If Appraisal, paragraph **G.2.** under Condition **G.** Alternative Dispute Resolution, is elected by you or us, then neither party may demand resolution before DOAH.

**d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **G.1.** in SECTION **I** CONDITIONS, **G.** Alternative Dispute Resolution.

**e.** The party who made the written demand shall initiate the arbitration proceeding by promptly filing and serving a request with DOAH for a hearing, which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us. We shall be served by email to doah.requests@citizensfla.com. You or your counsel shall be served by email, or by certified or registered mail, return receipt requested and obtained, to the last mailing address as provided in the policy or the address listed for the attorney with The Florida Bar, as may be applicable.

The hearing request form may be found at https://www.doah.state.fl.us. No response to the hearing request need be filed. There shall be no motion practice related to the hearing request or its sufficiency nor any request for summary disposition.

**f.** The arbitration shall determine all disputes regarding, arising out of, or relating to, the claim determination, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable. The arbitration’s resolution shall be valid, final, and binding on the parties. The arbitration award shall not itself be subject to appeal but is subject to the provisions of the Revised Florida Arbitration Code. Any arbitration proceedings by Zoom or any other remote technology shall be considered as having been held in Leon County, Florida for purposes of Section 682.19, Florida Statutes.

**g.** Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the administrative law judge (ALJ), including those provisions allowing the imposition of sanctions, other than contempt.

The ALJ may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the ALJ.

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**h.** Within 30 days after receipt of the hearing transcript, unless the time is extended for good cause shown by a detailed written order from the ALJ, the ALJ shall render an arbitration award.

As part of the disposition of the claim, the arbitration award shall specify whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The amount of policy benefits payable, if any, determination shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

The arbitration award shall also take into account that Florida law does not permit any assignment of policy benefits, any award of attorney's fees (unless pursuant to Sections 57.105 or 768.79 Florida Statutes), any award for extracontractual or consequential damages, or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.

**i.** The ALJ may correct any clerical mistakes in an arbitration award and errors therein arising from oversight or omission within 25 days from its issuance on the ALJ's own initiative. Any motion seeking to modify or correct an arbitration award must be filed at DOAH not later than 30 days from issuance of the award. Within 10 days after the service of a timely filed motion, the opposing party or parties may file a response to the motion. The ALJ shall modify or correct an arbitration award if:

**(1)** There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award;

**(2)** It includes an award on a matter not submitted in the arbitration and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

**(3)** It is imperfect as a matter of form, not affecting the merits of the controversy.

Nothing herein alters, amends, or modifies the timeframes set forth in Section 682.14, Florida Statutes for filing a motion before a court to modify or correct an award.

**j.** Any arbitration proceedings are subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.

Any party seeking an award of attorney's fees or other relief pursuant to ss. 57.105 or 768.79 must file a verified motion within 30 days after receipt of the arbitration award. The verified motion shall include a statement of the facts relied on in support of the motion, the statutory basis relied upon, a detailed chronological listing of all time devoted to the dispute for which attorney's fees or other relief is sought, and a detailed list of any taxable costs sought. A party may establish the reasonableness of the fee sought to be awarded based upon an affidavit of an attorney fee expert in lieu of live expert testimony.

Within 15 days after the service of a timely filed motion, the opposing party may file a verified response to the motion, which must include a detailed recitation of all matters that are disputed. The failure to file a timely and specific verified response detailing matters that are disputed shall, absent good cause shown, result in acceptance of the allegations in the fee motion as true. The ALJ will promptly schedule an evidentiary hearing to resolve any matters that remain in dispute after the filing of the verified response. If the ALJ determines that a party is entitled to recover attorney's fees or other relief pursuant to ss. 57.105 or 768.79, the ALJ shall, within 30 days from the evidentiary hearing, issue an amended arbitration award setting forth the statutory basis for the award of fees or other relief as well as the amount owed.

**k.** This condition **(G.3.)** does not apply if the Policy has been assumed by an authorized insurer offering to cover the property described in the Declarations, at approved rates.

All other provisions of this Policy apply


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

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

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

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

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

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

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


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# Exhibit "C"

Ex. C-2

**Citizens Property Insurance Corporation**
2101 Maryland Circle
Tallahassee, FL 32303

# Certified Policy Request

**Date:** 05/01/25

**Requestor's Name:** Yieldy Joseph **Contact Number:** 786-667-0767

**Requestor's Employer:** Excelsior Public adjuster **Email Address:** info@excelsioradjusters.com

| Insured's Name: Jean Yveman Pierre | | Date of Loss: 07/03/24 |
|---|---|---|
| Policy Number: 01376606-10 | Policy Term: | Claim Number: 001-00-494850 |

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

☑ Certified Copy of the Policy in Force on the Date of Loss (includes the policy form, the dec page and policy endorsements in force on the date of loss).

☐ Renewal Packet sent to the policyholder for the most recent renewal prior to the date of loss (in addition to the renewal offer, this includes the "Notice of Change in Policy Terms", policy documents, and other policy-related information).

☐ Certified Copy of Other Policy (or Policies) and Renewal Packet(s) for terms unrelated to the Date of Loss:

- For each policy being requested, list the year the policy was in force: _____
- For each renewal packet being requested, please specify the year of each policy for which a renewal packet is being requested. _____

☐ Underwriting information, including the completed application, inspection reports, and agent communications regarding the risk.

☐ Policy notes relating to the Policy in Force on the Date of Loss.*

*Please allow two to three weeks for a reply to a request that includes policy notes.

**For other information, please send a public records request to Citizens' Records Custodian at the mailing address, email address, or fax number provided on this form.**

Where should the documents be sent; please select one. ☑ *E-mail* ☐ *US Mail*

Email Address: info@excelsioradjusters.com

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

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

**Requirements**

**Insured** – Complete and return the form
**Public Adjusters** - Complete and return the form with a copy of the letter of representation with your request.
**Attorneys** - Complete and return the form. Please include a copy of the letter of representation with your request.
**Agents** – In order to receive a copy of the policy, you must be the agent of record for the policy term you are requesting. Complete and return the form.

Please return this document to
CertifiedPolicyRequests@Citizensfla.com

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

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

# AFFIDAVIT OF CUSTODIAN OF RECORDS

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

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

2. Attached hereto is a copy of Citizens' Policy No. **01376606** of Policyholder **Jean Pierre.**

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

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

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

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

May 12, 2025
Date

**Victoria Barbosa**
Records Assistant
Citizens Property Insurance Corporation

Carlos Beruff, Chairman, Manatee County ● Josh Becksmith, St. Johns County ● Jason Butts, Pinellas County
LeAnna Cumber, Duval County ● Erin Knight, Miami-Dade County ● Charlie Lydecker, Volusia County
Jamie Shelton, Duval County ● Robert A. Spottswood, Monroe County ● Frank White, Escambia County
Tim Cerio, President/CEO and Executive Director

**CITIZENS PROPERTY INSURANCE CORPORATION**
301 W BAY STREET, SUITE 1300
**JACKSONVILLE FL 32202-5142**

CITIZENS
PROPERTY INSURANCE CORPORATION

## Homeowners HO-3 Special Form Policy - Declarations

**POLICY NUMBER:** 01376606 - 9 **POLICY PERIOD:** **FROM** 10/18/2023 **TO** 10/18/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** RENEWAL

| **Named Insured and Mailing Address:** | **Location Of Residence Premises:** | **Agent:** **FI. Agent Lic. #:** A233776 |
|---|---|---|
| **First Named Insured:**<br>Jean Pierre<br>20501 NW 2ND CT<br>MIAMI, FL 33169-2514<br>Phone Number: 786-350-6196 | 20501 NW 2ND CT<br>MIAMI FL 33169<br>**County:**MIAMI-DADE | GRABOWSKI-SCHELLER INC.<br>ROBERT SCHELLER<br>9000 SW 152ND ST STE 103<br>PALMETTO BAY, FL 33157<br>Phone Number: 305-253-7604<br>**Citizens Agency ID#:** 32566 |

**Primary Email Address:**
jeanpierre200686@gmail.com

**Additional Named Insured:** Please refer to “ADDITIONAL NAMED INSURED(S)” section for details

Coverage is only provided where a premium and a limit of liability is shown

**All Other Perils Deductible: $2,500**
**Sinkhole Loss Deductible: $30,110 (10%)**

**Hurricane Deductible: $6,022 (2%)**

| | LIMIT OF LIABILITY | ANNUAL PREMIUM |
|---|---|---|
| **SECTION I - PROPERTY COVERAGES** | | $5,687 |
| A. Dwelling : | $301,100 | |
| B. Other Structures: | $6,020 | |
| C. Personal Property: | $75,280 | |
| D. Loss of Use: | $30,110 | |
| **SECTION II - LIABILITY COVERAGES** | | |
| E. Personal Liability: | $100,000 | $15 |
| F. Medical Payments: | $2,000 | INCLUDED |
| **OTHER COVERAGES** | | |
| Ordinance or Law Limit (25% of Cov A) | (See Policy) | Included |
| Sinkhole Loss Coverage | (See Policy) | $36 |

| | |
|---|---|
| **SUBTOTAL:** | **$5,738** |
| **Florida Hurricane Catastrophe Fund Build-Up Premium:** | $125 |
| **Premium Adjustment Due To Allowable Rate Change:** | $0 |

**MANDATORY ADDITIONAL CHARGES**:

| | |
|---|---|
| 2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment | $41 |
| 2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment | $59 |
| Emergency Management Preparedness and Assistance Trust Fund (EMPA) | $2 |
| Tax-Exempt Surcharge | $103 |

**TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:** **$6,068**

The portion of your premium for:

Hurricane Coverage is $2,962 Non-Hurricane Coverage is $2,901

**Authorized By:** ROBERT SCHELLER **Processed Date:** 08/28/2023

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**Policy Number:** 01376606 - 9

**First Named Insured:** Jean Pierre

**POLICY PERIOD: FROM** 10/18/2023 **TO** 10/18/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

### Forms and Endorsements applicable to this policy:

CIT HO-3 06 23, CIT 24 02 23, IL P 001 01 04, CIT 23 94 06 23, CIT HO 03 15 10 23, CIT HO 01 09 03 23, CIT 04 86 02 23, CIT 04 96 02 23, CIT 04 85 02 23, CIT 23 70 02 23

| Rating/Underwriting Information | | | |
|---|---|---|---|
| **Year Built:** | 1962 | **Protective Device - Burglar Alarm:** | No |
| **Town / Row House:** | No | **Protective Device - Fire Alarm:** | No |
| **Construction Type:** | Masonry | **Protective Device - Sprinkler:** | None |
| **BCEGS:** | Ungraded | **No Prior Insurance Surcharge:** | No |
| **Territory / Coastal Territory:** | 034 / 00 | **Terrain:** | C |
| **Wind / Hail Exclusion:** | No | **Roof Cover:** | FBC Equivalent |
| **Municipal Code - Police:** | 999 | **Roof Cover - FBC Wind Speed:** | N/A |
| **Municipal Code - Fire:** | 999 | **Roof Cover - FBC Wind Design:** | N/A |
| **Occupancy:** | Owner Occupied | **Roof Deck Attachment:** | Level C |
| **Use:** | Primary | **Roof-Wall Connection:** | Single Wraps |
| **Number of Families:** | 1 | **Secondary Water Resistance:** | No |
| **Protection Class:** | 4 | **Roof Shape:** | Gable |
| **Distance to Hydrant (ft.):** | 300 | **Opening Protection:** | None |
| **Distance to Fire Station (mi.):** | 3 | | |

A premium adjustment of ($1,581) is included to reflect the building's wind loss mitigation features or construction techniques that exists.

A premium adjustment of $0 is included to reflect the building code effectiveness grade for your area. Adjustments range from a 2% surcharge to a 13% credit.

Your property coverage limits have been adjusted for inflation.

Your policy premium has increased by $269. Of this amount:

The premium difference due to an approved rate change is $301
The premium difference due to changes in your coverage is ($35)
The premium difference due to mandatory additional charges plus FHCF Build-up is $3

**ADDITIONAL NAMED INSURED(S)**

| Name | Address |
|---|---|
| No Additional Named Insureds | |

**ADDITIONAL INTEREST(S)**

| # | Interest Type | Name and Address | Loan Number |
|---|---|---|---|
| 1 | 1st Mortgagee | SELECT PORTFOLIO SERVICING INC ISAOA ATIMA<br>PO BOX 7277 SPRINGFIELD, OH 45501-7277 | 0032169229 |

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 01376606 - 9

**First Named Insured:** Jean Pierre

**POLICY PERIOD: FROM** 10/18/2023 **TO** 10/18/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**WARNING: PREMIUM PRESENTED COULD INCREASE BY UP TO 45% IF CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR CATASTROPHE.**

# FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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

**FLORIDA LAW REQUIRES SECURING AND MAINTAINING FLOOD INSURANCE AS A CONDITION OF COVERAGE WITH CITIZENS. FLOOD INSURANCE MUST BE MAINTAINED THROUGHOUT THE POLICY PERIOD AND EVERY RENEWAL THEREAFTER. CITIZENS MAY DENY COVERAGE OF A PERSONAL LINES RESIDENTIAL RISK TO AN APPLICANT OR INSURED WHO REFUSES TO SECURE AND MAINTAIN FLOOD INSURANCE.**

CITIZENS PROPERTY INSURANCE CORPORATION
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PROPERTY INSURANCE CORPORATION

## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 01376606 - 9
**First Named Insured:** Jean Pierre

**POLICY PERIOD: FROM** 10/18/2023 **TO** 10/18/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**If this Policy is located within the Special Flood Hazard area defined by the Federal Emergency Management Agency (FEMA), flood coverage must be in place:**

a. **Effective on or after April 1, 2023, for a new Citizens policy.**
b. **Effective on or after July 1, 2023, for the renewal of a Citizens policy.**

**If the property insured by Citizens under this policy is located outside of the Special Flood Hazard area, flood coverage must be in place effective on or after:**

a. **January 1, 2024, for property valued at $600,000 or more.**
b. **January 1, 2025, for property valued at $500,000 or more.**
c. **January 1, 2026, for property valued at $400,000 or more.**
d. **January 1, 2027, for all property insured by Citizens.**

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

---

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

---

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

IN CASE OF LOSS TO COVERED PROPERTY, YOU MUST TAKE REASONABLE EMERGENCY MEASURES SOLELY TO PROTECT THE PROPERTY FROM FURTHER DAMAGE IN ACCORDANCE WITH THE POLICY PROVISIONS.

**CITIZENS PROPERTY INSURANCE CORPORATION**
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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 01376606 - 9

**First Named Insured:** Jean Pierre

**POLICY PERIOD: FROM** 10/18/2023 **TO** 10/18/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

PROMPT NOTICE OF THE LOSS MUST BE GIVEN TO US OR YOUR INSURANCE AGENT. EXCEPT FOR REASONABLE EMERGENCY MEASURES, THERE IS NO COVERAGE FOR REPAIRS THAT BEGIN BEFORE THE EARLIER OF: (A) 72 HOURS AFTER WE ARE NOTIFIED OF THE LOSS, (B) THE TIME OF LOSS INSPECTION BY US, OR (C) THE TIME OF OTHER APPROVAL BY US.

THIS POLICY CONTAINS LIMITS ON CERTAIN COVERED LOSSES, ALL SUBJECT TO THE TERMS AND CONDITIONS OF YOUR POLICY. THESE LIMITS MAY INCLUDE A $10,000 LIMIT ON COVERAGE FOR COVERED LOSSES CAUSED BY ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM FROM SPECIFIED HOUSEHOLD SYSTEMS, SEEPAGE OR LEAKAGE OF WATER OR STEAM, CONDENSATION, MOISTURE OR VAPOR, AS DESCRIBED AND INSURED IN YOUR POLICY (HEREAFTER COLLECTIVELY REFERRED TO AS ACCIDENTAL DISCHARGE OF WATER IN THIS PARAGRAPH). AS ANOTHER EXAMPLE,THERE IS ALSO LIMIT OF $3,000 APPLICABLE TO REASONABLE EMERGENCY MEASURES TAKEN TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER. THE AMOUNT WE PAY FOR THE NECESSARY REASONABLE EMERGENCY MEASURES YOU TAKE SOLELY TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER WILL BE DEDUCTED FROM THE $10,000 LIMIT ON COVERAGE FOR ACCIDENTAL DISCHARGE OF WATER.

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

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.**

# NOTICE OF PRIVACY POLICY

| FACTS | WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION? |
|---|---|
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do. |
| **What?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>- Social Security number<br>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth and occupation<br>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information<br>- Credit card or bank account information<br>- Mortgage information<br>- Information from your visits to *www.citizensfla.com*<br>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice. |
| **How?** | All financial companies need to share customers' personal information to run their everyday business. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Citizens share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes** – we share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law. | Yes | No |
| **For our marketing purposes** – to offer our products and services to you | No | We don't share. |
| **For joint marketing with other financial companies** | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your transactions and experiences | No | We don't share. |
| **For our affiliates' everyday business purposes** – information about your creditworthiness | No | We don't share. |
| **For nonaffiliates to market to you** | No | We don't share. |
| **Questions?** | Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to www.citizensfla.com | |

| Page 2 | |
|---|---|
| **What we do** | |
| How does Citizens protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees and vendors are authorized to access information only for valid business reasons. They must agree in writing to maintain the confidentiality of nonpublic personal information. We do not share medical information unless authorized by you or as required by law. |
| How does Citizens collect my personal information? | We collect your personal information, for example, when:<br>- You apply for insurance<br>- We process your application<br>- You pay insurance premiums<br>- You give us your contact information<br>- You give information to your agent or property inspector<br>- You file an insurance claim (or if a claim is made against you)<br>- You show us your government-issued ID or driver's license<br>- You visit Citizens' website if you voluntarily provide the information<br>We also collect information, such as your loss history, from other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:<br>- Sharing for affiliates' everyday business purposes – information about your creditworthiness<br>- Affiliates from using your information to market to you<br>- Sharing for nonaffiliates to market to you<br>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| **Definitions** | |
| Affiliates | These are companies related by common ownership or control. They can be financial and nonfinancial companies.<br>Citizens has no affiliates. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:<br>- Independent insurance agents and agencies<br>- Independent adjusters or claims representatives<br>- Inspection companies<br>- Auditors<br>- Insurance support organizations<br>- Attorneys, courts, and government agencies |
| Joint marketing | This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>Citizens does not jointly market. |
| **Other important information** | |
| State law: The Florida public records law requires that all information received by a state entity be made available to anyone upon request, including e-mail addresses, unless the information is subject to a specific statutory exemption. | |

| Page 3 | |
|---|---|

| Notice of Collection and Use of Social Security Numbers | |
|---|---|
| Introduction | Section 119.071(5), Florida Statutes, governs the collection of Social Security numbers by certain government entities, including Citizens. Citizens collects Social Security numbers only in cases where it is specifically authorized to do so or when it is imperative for performance of Citizens' duties. To protect your identity, Citizens secures your Social Security number from unauthorized access and strictly prohibits the release of your Social Security number to unauthorized parties contrary to state or federal law. |
| How are Social Security numbers used to underwrite and service my policy? | Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:<br>- Obtaining loss history reports for underwriting purposes<br>- Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes<br>- Reporting unclaimed property to state government agencies<br>- Processing insurance claims<br>- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements |

**Table of Laws and Regulations**

The table below summarizes the purposes for which Citizens collects Social Security numbers and the laws and regulations under which collection is authorized or required. It also identifies whether collection is authorized by statute or mandatory for the performance of that agency's duties and responsibilities as prescribed by law.

| Purpose for Collection | Law or Regulation | Authorized by Statute | Mandatory for Performance of Agency Duties |
|---|---|---|---|
| Obtaining Loss History Reports | 627.351(6)(n), Florida Statutes | | ✓ |
| Implementing the enhanced clearinghouse application | 627.3518(3)(e), Florida Statutes | | ✓ |
| Reporting unclaimed property | Chapter 717, Florida Statutes | ✓ | |
| Processing insurance claims | 627.351(6)(k) | | ✓ |
| Office of Foreign Asset Control requirements | 31 CFR 501 et seq | | ✓ |

CITIZENS
PROPERTY INSURANCE CORPORATION

# POLICYHOLDER NOTICE
# IMPORTANT INFORMATION

Dear Policyholder,

Ordinance or Law coverage is an important coverage provided to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition. This coverage is available at either 25% or 50% of the Coverage A limit of liability shown in your policy Declarations.

Ordinance or Law coverage in the amount of 25% of the Coverage A limit of liability may be included in your policy at no additional premium. If you choose (or have chosen) the 50% option, the additional coverage and premium will be reflected in your policy Declarations.

However, for those insureds with a Citizens Homeowners 8 policy (Policy form CIT HO-8), if you have chosen (or choose) actual cash value loss settlement and Form CIT 04 81, Actual Cash Value And Exclusion of Ordinance or Law, is shown in your policy Declarations, Ordinance or Law Coverage is **not** provided in your policy.

If you wish to add or change Ordinance or Law coverage, you must request this from your agent. Please note this addition or change in coverage may only occur at renewal.

CITIZENS PROPERTY INSURANCE CORPORATION

# Acknowledgement of Potential Surcharge and Assessment Liability

We are required by law to send you this notice to inform you about the potential for surcharges and assessments to be applied to your policy.

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 45 PERCENT OF MY PREMIUM, BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

More information regarding assessments and surcharges is available under the *Policyholder* section of our website, *www.citizensfla.com*.

Citizens Property Insurance Corporation

## POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of $3,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

| | Citizens Policy | ABC Insurance Policy |
|---|---|---|
| **If your annual premium is:** | $3,000 | $3,000 |
| **Tier 1**: Potential Citizens Policyholder Surcharge (one- time assessment up to 45% of premium) | $1,350 | N/A |
| **Tier 2**: Potential Regular Assessment (one -time assessment up to 2% of premium) [1] | N/A | $60 |
| **Tier 3**: Potential Emergency Assessment (up to 30% of premium annually, may apply for multiple years) [2] | $900 | $900 |
| **Potential Annual Assessment:** | **$2,250** | **$960** |

**Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law. Assessment tiers are triggered based on the severity of the deficit. Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.**

Notes:

1 – Tier 2 additional assessments may be incurred for other property/casualty policies that are subject to assessment.

2 – Tier 3 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

CITIZENS
PROPERTY INSURANCE CORPORATION

**POLICYHOLDER NOTICE**
**IMPORTANT INFORMATION**

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Dear Policyholder,

This offer of renewal contains a separate deductible for hurricane losses and a separate deductible for all other peril (AOP) losses. The hurricane deductible and AOP deductible you previously selected are shown in the enclosed Declaration page(s) of this renewal offer.

Citizens offers you the choice of several hurricane deductible options. If your policy dwelling limit is $100,000 or more (or personal property limit, if applicable), you may choose a hurricane deductible of 2, 5 or 10 percent of your limit. In addition to these deductibles, you may also choose a hurricane deductible of $500 if your policy dwelling limit is less than $100,000 (or personal property limit, if applicable).

The all other perils (AOP) deductible options you may choose are $500, $1,000 or $2,500, but may not exceed the hurricane deductible you select.

All of these deductible options may not be available due to the policy dwelling limit (or personal property limit, if applicable).

You may select different deductibles now or at any future renewal. If you have suffered hurricane losses in the current calendar year, a request to reduce your hurricane deductible will not be effective until January 1 of the following year.

A mandatory sinkhole deductible may apply in some policies and will be shown in your Declarations, if applicable.

If you have questions about these deductibles or want to change your deductibles, contact your Citizens agent for assistance. **The request to change your deductibles must be received by Citizens prior to the renewal date of your policy.**

*This notice does not provide coverage nor does this notice replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided with. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.*

# Checklist of Coverage

**Policy Type:** Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: $301,100

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: $6,020

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Personal Property Coverage

Limit of Insurance: $75,280

Loss Settlement Basis: Actual Cash Value
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Deductibles

Annual Hurricane: $6,022 (2%)

All Perils (Other Than Hurricane): $2,500

Sinkhole: $30,110 (10%)

## Checklist of Coverage (continued)

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

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

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

| **Loss of Use Coverage** | | | |
|---|---|---|---|
| Coverage | | Limit of Insurance | Time Limit |
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | | |
| Y | Additional Living Expense | $30,110 | 24 Consecutive Months |
| Y | Fair Rental Value | | 24 Consecutive Months |
| Y | Civil Authority Prohibits Use | | 2 weeks |

| **Property - Additional/Other Coverages** | | | | |
|---|---|---|---|---|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | Limit of Insurance | Amount of insurance is an additional amount of coverage or is included within the policy limit. | |
| | | | Included | Additional |
| Y | Debris Removal | See Policy | Y | |
| Y | Reasonable Repairs | See Policy | Y | |
| Y | Property Removed | See Policy | Y | |
| N | Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money | | | |
| Y | Loss Assessment | $1,000 | | Y |
| Y | Collapse | See Policy | Y | |
| Y | Glass or Safety Glazing Material | See Policy | Y | |
| Y | Landlord's Furnishings | $2,500 | | Y |
| Y | Law and Ordinance | $75,280 | | Y |
| N | Grave Markers | | | |
| Y | Mold / Fungi | $10,000 | Y | |

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

## Checklist of Coverage (continued)

| Discounts | | |
|---|---|---|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied) | | Dollar ($) Amount of Discount |
| N | Multiple Policy | |
| N | Fire Alarm / Smoke Alarm / Burglar Alarm | |
| N | Sprinkler | |
| Y | Windstorm Loss Reduction | ($1,581) |
| N | Building Code Effectiveness Grading Schedule | |
| Y | Other | ($225) |

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

**Personal Liability Coverage**

Limit of Insurance: $100,000

**Medical Payments to Others Coverage**

Limit of Insurance: $2,000

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

| Insurer May Insert Any Other Liability Coverage Below | | |
|---|---|---|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | | Limit of Insurance |
| Y | Mold Section II | $50,000 |
| | | |
| | | |
| | | |
| | | |

# *** Important Information ***
## About Your Personal Residential Insurance Policy

Dear Homeowner,

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

**What factors are considered in establishing my premium?**

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 92%.

**How can I take advantage of the discounts?**

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of $2,937.00 which is part of your total annual premium of $6,068.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

**Homes built prior to the 2001 building code**

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium ($) is **Reduced** by: |
|---|---|---|
| Roof Covering (i.e., shingles or tiles)<br>● Meets the Florida Building Code.<br>● Reinforced Concrete Roof Deck.<br>(If this feature is installed on your home you most likely will not qualify for any other discount.) | Feature is being Applied<br>A better discount is already applied in this Category | |
| How Your Roof is Attached<br>● Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.<br>● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.<br>● Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood. | A better discount is already applied in this Category<br>A better discount is already applied in this Category<br>Feature is being Applied | |

| | | |
|---|---|---|
| Roof-to-Wall Connection<br>● Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.<br>● Using Clips – defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.<br>● Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.<br>● Using Double Wraps – straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. | A better discount is already applied in this Category<br>A better discount is already applied in this Category<br>Feature is being Applied<br>0% | $0 |
| Roof Shape<br>● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).<br>● Other. | 8%<br>Feature is being Applied | $488 |
| Secondary Water Resistance (SWR)<br>● SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.<br>● No SWR. | 2%<br>Feature is being Applied | $148 |
| Shutters<br>● None.<br>● Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.<br>● Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards. | Feature is being Applied<br>8%<br>14% | <br>$488<br>$829 |

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

## Homes built under the 2001 building code or later

| Description of Feature | Estimated* Premium Discount Percent | Estimated* Annual Premium ($) is **Reduced** by: |
|---|---|---|
| Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home. | 68% minimum discount does not apply to Citizens' policies. | Additional Credit may be available for upgraded roof-wall or roof deck attachments. Please contact your agent for information. |
| Shutters<br>● None. | N/A | This section only applies to homes built after 2001 |
| ● Intermediate Type – shutters that are strong enough to meet half the old Miami-Dade building code standards. | N/A | N/A |
| ● Hurricane Protection Type – shutters that are strong enough to meet the current Miami-Dade building code standards. | N/A | N/A |
| Roof Shape<br>● Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). | N/A | N/A |
| ● Other. | N/A | N/A |

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from N/A to N/A .

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 305-253-7604.

CITIZENS
PROPERTY INSURANCE CORPORATION

# OUTLINE OF YOUR HOMEOWNERS 3 POLICY

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

**Please read your Homeowners policy carefully for complete descriptions and details**. Your Agent will assist you with any questions about your policy.

## SECTION I - PROPERTY COVERAGES

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

***Coverage A – Dwelling***

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

***Coverage B - Other Structures***

Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

***Coverage C - Personal Property***

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

***Coverage D - Loss Of Use***

Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss.

***Reasonable Emergency Measures***

Provides for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage by a peril insured against in accordance with the Policy provisions.

The coverage provides up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when covered loss is caused by accidental discharge or overflow of water or steam from within specified household systems, as described and insured in your policy. For covered loss from other perils insured against, other limits may apply.

***Additional Coverages and Other Coverages***

There are additional coverages and other coverages which include limitations and may not completely protect you against loss.

- Debris Removal
- Property Removed
- Fire Department Service Charge
- Loss Assessment
- Collapse
- Glass Or Safety Glazing Material
- Trees, Shrubs And Other Plants
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Landlord's Furnishings
- Ordinance or Law

Please review your policy for a complete list of items that have special limits and for property that is not covered by this policy.

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

## PERILS INSURED AGAINST

***Coverage A - Dwelling*** *and* ***Coverage B - Other Structures***

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

***Coverage C - Personal Property***

This policy insures under Coverage **C** against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Falling objects
- Smoke
- Aircraft
- Vehicles
- Volcanic eruption
- Theft (on premises only)
- Riot or civil commotion
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Vandalism or malicious mischief
- Catastrophic ground cover collapse
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity

There are some perils not covered under Coverage **A** or **B** and there are limitations to the perils insured against.

## PROPERTY EXCLUSIONS

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

- Sinkhole Loss
- Neglect
- Earth Movement And Settlement
- War or Nuclear Hazard
- Water (Flood and other Water Damage)
- Intentional Loss
- Inherent Vice, Decay, Defect and Mechanical Breakdown
- Theft away from the residence premises
- Off Premises Power Failure
- Repeated Seepage or Leakage of Water or Steam

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

## IMPORTANT DUTIES

Specific duties must be performed after a loss so that we may provide coverage for your loss as described in your policy. Prompt notice of the loss must be given to us or your insurance agent. Refer to the Duties After Loss condition in your policy.

***Notice of Claim to Us*** - Except for reasonable emergency measures, there **is no coverage for repairs** that begin before the earlier of: (a) 72 hours after we are notified of the loss, (b) the time of loss inspection by us, or (c) the time of other approval by us. Please carefully read your entire Policy. **To report a loss or claim, call Citizens Property Insurance Corporation at 866.411.2742**

## OTHER LIMITATIONS

***$10,000 limit on coverage*** - Your Policy contains limits on certain covered losses, which may include a $10,000 limit on coverage for covered losses caused by accidental discharge of water. Payment for reasonable emergency measures will be deducted from the $10,000 limit on coverage. Please read your policy carefully for specific information.

***Homesharing Activities -*** This Policy limits coverage for homesharing activities and does not provide personal liability coverage for homesharing activities.

***Claims, Supplemental Claims and Reopened Claims*** - A claim or reopened claim is barred unless notice of the claim, or reopened claim is given to us in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy within 18 months after the date of loss.

***Sinkhole Loss*** – This policy **does not protect you against** loss due to sinkhole activity, unless Sinkhole Loss Coverage is shown in your Declarations and form **CIT 23 94** is also shown in your Declarations. If coverage is provided, a separate sinkhole deductible will apply and any sinkhole claim, including, but not limited to, initial, supplemental, and reopened sinkhole claims under this policy is barred unless notice of the sinkhole claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the sinkhole loss. Be sure to contact your agent to obtain this important coverage.

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

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

Citizens cannot insure or continue to insure your risk if you do not secure and maintain flood insurance in accordance with Florida law. Citizens **may deny** you insurance coverage if there is failure to secure and maintain flood insurance. See your Insurance Agent for additional detail.

***Windstorm*** - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **HO 04 94** in your Declarations.

Be sure to contact your agent to obtain this important coverage if it is not provided in your policy.

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

***Ordinance Or Law*** – A coverage provided with specified limitations to help meet the increased costs incurred to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition.

***Vacant Property*** - If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, malicious mischief, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss. For all other covered perils, we will reduce the amount we would otherwise pay for a covered loss by 15%.

## SECTION II - LIABILITY COVERAGE

***Coverage E - Personal Liability***

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

***Coverage F - Medical Payments To Others***

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or, under certain circumstances, off the insured premises.

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

## NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. ***Your Right To Cancel*** - You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

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

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

If your policy is cancelled for other than above, we may cancel by giving the first named insured at least 20 days written notice before the date cancellation takes effect.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. We will then give the first named insured at least 120 days advance written notice.

***Nonrenewal*** - If we do not intend to renew your policy, we will mail written notice to the first named insured. We will do so at least 120 days before the expiration date of the policy.

Except, if an offer of coverage from an authorized insurer is received at renewal through Citizens' policyholder eligibility clearinghouse program renders such risk ineligible for Citizens; or nonrenewal is for a policy assumed by an authorized insurer offering replacement or renewal coverage to you; we will nonrenew your policy and mail the written notice at least 45 days before the expiration date of the policy.

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

***Depopulation Provisions*** – Your policy may be taken out, assumed, or removed from Citizens and replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

## PREMIUM CREDITS

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

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

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

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

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

## PREMIUM SURCHARGES

***Tax Exempt Surcharge*** – Statutory surcharge to augment the financial resources of Citizens.

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

## OPTIONAL COVERAGES AVAILABLE

- Personal Property Replacement Cost
- Sinkhole Loss Coverage
- Ordinance Or Law Coverage (Increased Amount Of Coverage)

# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

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# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

**AGREEMENT**

This Policy is issued on behalf of the Citizens Property Insurance Corporation and by acceptance of this Policy you agree:

**1.** That the statements in the Application(s) are your representations;

**2.** That this Policy is issued in reliance upon the truth of those representations;

**3.** That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy; and

**4.** That you are the owner-occupant of the insured dwelling.

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

This Policy does not include, does not insure, and we will not pay for, any “diminution in value”, except under liability coverage in SECTION **II** – LIABILITY COVERAGES.

**DEFINITIONS**

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

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

**1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", “Personal Watercraft Liability”, and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:

**a.** Liability for "bodily injury" or "property damage" arising out of the:

**(1)** Ownership of such vehicle or craft by an "insured";

**(2)** Maintenance, occupancy, operation, use, loading or unloading of:

**(a)** An aircraft, hovercraft, personal watercraft or watercraft, by any person; or

**(b)** A motor vehicle by an “insured”;

**(3)** Entrustment of such vehicle or craft by an "insured" to any person;

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

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

**b.** For the purpose of this definition:

**(1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

**(2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**(3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor, and is not a “personal watercraft”;

**(4)** Motor vehicle means a "motor vehicle" as defined in **15.** below; and

**(5)** Personal watercraft means a "personal watercraft" as defined in **17.** below.

**2.** "Bodily injury"

"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

**3.** "Business"

"Business" means:

**a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

**b.** "Home-sharing host activities"; or

**c.** Any other activity engaged in for money or other compensation, except the following:

**(1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**(2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**(3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**(4)** The rendering of home day care services to a relative of an "insured".


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**4.** “Catastrophic ground cover collapse”

“Catastrophic ground cover collapse” means geological activity that results in all of the following:

**a.** The abrupt collapse of ground cover;

**b.** A depression in the ground cover clearly visible to the naked eye;

**c.** “Structural damage” to the “principal building” insured under this Policy, including the foundation; and

**d.** The “principal building” being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that “principal building”.

**5.** "Diminution in value"

"Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**6.** **“**Electronic transmittal”

**“**Electronic transmittal” means:

**a.** The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or

**b.** The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as “electronically transmitted”, “electronic transmittal”, “electronically transmit” or “electronically transmitting”)

**7.** "Employee"

"Employee" means a person employed by an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**8.** "Fungi"

"Fungi" means any type or form of fungus, including:

**a.** Mold or mildew; and

**b.** Any mycotoxins, toxins, spores, scents or by-products produced or released by fungi.

Under SECTION **II**, this does not include any fungi, yeast or bacteria that are, are on or are contained in a good or product intended for consumption.

**9.** "Home-sharing host activities" means:

**a.** The:

**(1)** Rental or holding for rental; or

**(2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and

**b.** Any other related property or services made available by an "insured" for use during such:

**(1)** Rental; or

**(2)** Mutual exchange of services;

except those property or services provided by another party.

**10.** "Home-sharing network platform" means an online-enabled application, website or digital network that:

**a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and

**b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

**11.** "Home-sharing occupant" means a person, other than an "insured", who:

**a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or

**b.** Is accompanying or staying with a person described in **11.a.** above under such "home-sharing host activities".

**12.** “Hurricane occurrence”

“Hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, which:

**a.** Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;

**b.** Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and


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**c.** Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**13.** "Insured"

"Insured" means:

**a.** You and residents of your household who are:

**(1)** Your relatives; or

**(2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

**b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

**(1)** 24 and your relative; or

**(2)** 21 and in your care or the care of a resident of your household who is your relative; or

**c.** Under SECTION **II**, "insured" also means:

**(1)** With respect to watercraft to which this Policy applies, any person or organization legally responsible for watercraft which are owned by you or any person described in **13.a.** or **13.b.** above.

“Insured” does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or

**(2)** With respect to a “motor vehicle” to which this Policy applies:

**(a)** Persons while engaged in your employ or that of any person described in **13.a.** or **13.b.**; or

**(b)** Other persons using the vehicle on an "insured location" with your consent.

Under both SECTIONS **I** and **II,** when the word “an” immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**14.** "Insured location"

"Insured location" means:

**a.** The "residence premises";

**b.** The part of other premises, other structures and grounds used by you as a residence; and:

**(1)** Which is shown in the Declarations as “Location of Residence Premises”; or

**(2)** Which is acquired by you during the policy period for your use as a residence;

**c.** Any premises used by you in connection with a premises described in **14.a.** and **14.b.** above;

**d.** Any part of a premises:

**(1)** Not owned by an "insured"; and

**(2)** Where an "insured" is temporarily residing;

**e.** Vacant land, other than farm land, owned by or rented to an "insured";

**f.** Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";

**g.** Individual or family cemetery plots or burial vaults of an "insured"; or

**h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

**15.** "Motor vehicle"

"Motor vehicle" means:

**a.** A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or

**b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **15.a.** above.

**16.** "Occurrence"

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

**a.** "Bodily injury"; or

**b.** "Property damage".

All “bodily injury” or “property damage” resulting from or arising out of one cause or a series of related causes is considered one occurrence regardless of the period of time over which such “bodily injury” and “property damage” occurred and regardless of the number of injured persons or locations of “property damage”.


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**17.** “Personal watercraft”

“Personal watercraft” means:

**a.** A watercraft that the rider sits, kneels or stands on rather than inside of, designed to carry one to four people, propelled by a water jet pump; or

**b.** A watercraft designed to be partially or fully submersible.

**18.** “Primary structural member”

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

**19.** “Primary structural system”

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

**20.** “Principal building”

“Principal building” means the dwelling where you reside on the "residence premises" shown as the “Location of Residence Premises" in the Declarations.

“Principal building” does not include:

**a.** Other buildings or other structures at that location, and buildings and structures covered under Coverage **B**;

**b.** Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;

**c.** Buildings, structures and other property excluded or not covered in your Policy;

**d.** Any part of or any other premises, other buildings, other structures and grounds, not located at the “residence premises”; or

**e.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair any property other than the “principal building” on the "residence premises".

**21.** "Property damage"

"Property damage" means physical injury to, destruction of, or loss of use of tangible property.

**22.** "Residence employee"

"Residence employee" means:

**a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

**b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**23.** "Residence premises"

"Residence premises" means:

**a.** The one family dwelling where you reside;

**b.** The two family dwelling where you reside in at least one of the family units; or

**c.** That part of any other building where you reside;

and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

**24.** "Structural damage"

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

**a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

**b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the “primary structural members” or “primary structural systems” that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those “primary structural members” or “primary structural systems” exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

**c.** Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical “primary structural members” to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;


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**d.** Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

**e.** Damage occurring on or after October 15, 2005, that qualifies as “substantial structural damage” as defined in the Florida Building Code.

**25.** “Unoccupied”

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

**26.** “Vacant”

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

**C.** In this Policy, the terms:

**1.** Roomer;

**2.** Boarder;

**3.** Tenant; or

**4.** Guest;

do not include a "home-sharing occupant".

**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

**1.** We cover:

**a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and

**b.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

This coverage is limited to the “principal building” for the peril of “catastrophic ground cover collapse”.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the dwelling is located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

**(5)** Fabric; or

**(6)** Screening;

**c.** Awnings;

**d.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;

**e.** Any attachment to the covered dwelling comprised of thatch, grass, palm, lattice, slats, or similar material; or

**f.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**B. Coverage B – Other Structures**

**1.** We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the other structures are located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

**c.** Other structures from which any "business" is conducted;

**d.** Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

**e.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

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**(5)** Fabric; or

**(6)** Screening;

**f.** Awnings;

**g.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or

**h.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**3.** This coverage does not apply to loss or damage resulting from the peril of “catastrophic ground cover collapse”.

**4.** The limit of liability for this coverage is shown in your Declarations. Use of this coverage does not reduce the Coverage **A** limit of liability.

**C. Coverage C – Personal Property**

**1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

**a.** Others while the property is on the part of the "residence premises" occupied by an "insured"; or

**b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the “residence premises” because it is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C,** or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the "residence premises" because the "residence premises” is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

**a.** $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, pewter other than pewterware, coins and medals.

**b.** $1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards, and comic books.

**(1)** This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

**(2)** This limit includes the cost to research, replace or restore the information from the lost or damaged material.

**c.** $1,000 on watercraft of all types, other than “personal watercraft”, including their trailers, furnishings, equipment and outboard engines or motors.

**d.** $1,000 on trailers and semitrailers not used with watercraft of all types.

**e.** $1,000 on jewelry, watches, furs, precious and semi-precious stones.

**f.** $2,000 on firearms.

**g.** $2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.

**h.** $2,500 on property, on the "residence premises", used primarily for "business" purposes.

This limit does not apply to “Business” data as described in **4.i.** below.


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**i.** $250 on property, away from the "residence premises", used at any time or in any manner for "business" purposes.

However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

**(2)** In or upon a "motor vehicle".

This limit does not apply to “Business” data as described in **4.i.** below.

**j.** $1,000 on portable electronic equipment (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage) that:

**(1)** Reproduces, receives or transmits audio, visual or data signals;

**(2)** Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

**(3)** Is in or upon a "motor vehicle".

**k.** $300 for antennas, tapes, wires, records, disks or other media (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage), that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and;

**(2)** In or upon a “motor vehicle”.

**l.** $500 is the maximum loss payable for covered property stored in freezers or refrigerators on the “residence premises”.

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a ‘hurricane occurrence”, which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

Paragraphs **1.**, **2.** and **3.** above do not apply when the limit of liability for Coverage **C** shown in your Declarations is $0.

**4. Property Not Covered**

We do not cover:

**a.** Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

**b.** Animals, insects, reptiles, birds or fish;

**c.** “Motor vehicles” or all other motorized land conveyances.

This includes a "motor vehicle's" equipment, parts and accessories.

However, this Paragraph **4.c.** does not apply to:

**(1)** The portable electronic equipment coverage provided under **C.3.j.** above; and

**(2)** Motor vehicles or conveyances not required to be registered for use on public roads or property which are:

**(a)** Located on the “residence premises” and used solely to service an “insured’s” residence;

**(b)** A motorized golf cart located on the “residence premises” or while being operated to or from, or on the premises of a golf course; or

**(c)** Designed to assist the handicapped.

The coverage described in **c.(2)** above does not apply to land conveyances, including but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not;

**d.** Aircraft, meaning any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.

This includes any parts, whether or not attached, to the aircraft, model aircraft, hobby aircraft or drone.

However, this exclusion of property does not apply to the model aircraft, hobby aircraft or drone coverage provided under Special Limit Of Liability **3.m.** above;

**e.** Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**f.** Property of:

**(1)** A "home-sharing occupant";


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**(2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and

**(3)** Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**g.** Property in:

**(1)** A space while rented or primarily held for rental to a "home-sharing occupant"; or

**(2)** Subject to Paragraph **C.4.g.(1)**, an apartment regularly rented or held for rental to others by an "insured", except as provided in Other Coverages **G.5.** Landlord's Furnishings under Section **I** – Property Coverages;

**h.** Property rented or held for rental to others off the "residence premises";

**i.** "Business" data, including such data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**j.** Personal data, including data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**k.** Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, scrip, prepaid instruments including stored value cards, gift cards and smart cards, except as provided in **3.a.** above;

**l.** Personal property stored in freezers or refrigerators located off the "residence premises";

**m.** “Personal watercraft”;

**n.** Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;

**o.** Any:

**(1)** Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and

**(2)** Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph **4.o.** does not apply to:

**(3)** Prescription drugs obtained following the lawful orders of a licensed health care professional; or

**(4)** Goods or products containing or derived from hemp, including, but not limited to:

**(a)** Seeds;

**(b)** Food;

**(c)** Clothing;

**(d)** Lotions, oils or extracts;

**(e)** Building materials; or

**(f)** Paper.

However, this Paragraph **4.o.(4)** does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located; or

**p.** Water or steam.

However, we cover the removal and replacement of water in a swimming pool located on the “residence premises”, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for all the coverages in **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use below.


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**1. Additional Living Expense**

If a loss covered under SECTION **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to:

**a.** Repair or replace the damage; or

**b.** If you permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**2. Fair Rental Value**

If a loss covered under SECTION **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you minus any expenses that do not continue while the premises is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the "residence premises", we cover the Additional Living Expense and Fair Rental Value loss as provided in **1.** Additional Living Expense and **2.** Fair Rental Value above for no more than 2 weeks.

**4. Loss Or Expense Not Covered**

We do not cover:

**a.** Pre-event evacuation expenses; or

**b.** Loss or expense due to cancellation of a lease or agreement.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use above are not limited by expiration of this Policy.

**E. Reasonable Emergency Measures**

**1.** We will pay up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**

The $3,000 limit in **E.1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

**a.** Coverage **A**;

**b.** Coverage **B**; or

**c.** Coverage **C**.

**2.** For covered loss caused by SECTION **I** – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**, the $3,000 limit in **E.1.** above does not apply and instead the following applies:

**a.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.

**b.** If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.


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3. The coverage under **E.1.** and **E.2.** above does not:
   a. Increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

      Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures;
   b. Increase any limit of liability that applies to the damaged covered property;
   c. Relieve you of the duties in case of a loss to covered property, as set forth in SECTION **I** – CONDITIONS **B.** Duties After Loss;
   d. Pay for property not covered in this Policy; or
   e. Pay for loss excluded or not covered in this Policy.
4. The exhaustion of the $3,000 Reasonable Emergency Measures limit in **E.1.** above does not prevent you from participating in the services provided under form **CIT 04 85**, if additional emergency water removal services are necessary.

   However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **CIT 04 85**.

   Subject to **E.3.** above, if you are eligible for and request to participate in the services provided under form **CIT 04 85** and we do not offer the services to you, the $3,000 limit in paragraph **E.1.** does not apply.
5. We will not pay under Reasonable Emergency Measures **E.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **CIT 04 86**.

   However, the $3,000 limit in **E.1.** above applies whether or not:
   a. You receive services under form **CIT 04 86**; or
   b. The $10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**F. Additional Coverages**

1. **Trees, Shrubs And Other Plants**

   We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:
   a. Fire or Lightning;
   b. Explosion;
   c. Riot or Civil Commotion;
   d. Aircraft;
   e. Vehicles not owned or operated by a resident of the "residence premises";
   f. Vandalism or Malicious Mischief; or
   g. Theft.

   We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be paid for any one tree, shrub or plant.

   We do not cover:
   a. Cannabis whether or not grown for "business" purposes; or
   b. Property, other than cannabis, grown for "business" purposes.

   This coverage is additional insurance.
2. **Fire Department Service Charge**

   We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

   We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

   This coverage is additional insurance.

   No deductible applies to this coverage.
3. **Loss Assessment**
   a. We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners.

      The assessment must be made as a result of a direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:
      **(1)** Earthquake or
      **(2)** Land shock waves or tremors before, during or after a volcanic eruption.


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**b.** This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

**c.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**d.** The limit of $1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

**e.** Condition **T.** Policy Period, under SECTION **I** - CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

No deductible applies to this coverage.

**4. Ordinance Or Law**

**a.** You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

**(1)** The construction, demolition, remodeling, renovation or repair of that part of a building covered under Coverage **A** damaged by a Peril Insured Against;

**(2)** The demolition and reconstruction of the undamaged part of a building covered under Coverage **A**, when that building must be totally demolished because of damage by a Peril Insured Against to another part of that covered building; or

**(3)** The remodeling, removal or replacement of the portion of the undamaged part of a building covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the covered building damaged by a Peril Insured Against.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.

**b.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

**(1)** Construction;

**(2)** Demolition;

**(3)** Remodeling;

**(4)** Renovation;

**(5)** Repair; or

**(6)** Replacement;

of property as stated in **a.** above.

**c.** We do not cover:

**(1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

**(2)** The costs to comply with any ordinance or law which requires any "insured" or others to:

**(a)** Test for;

**(b)** Monitor;

**(c)** Clean up;

**(d)** Remove;

**(e)** Contain;

**(f)** Treat;

**(g)** Detoxify;

**(h)** Neutralize; or

**(i)** In any way respond to, or assess the effects of:

Pollutants in or on any covered building or other structure.

**(3)** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(a)** Smoke;

**(b)** Vapor;

**(c)** Soot;

**(d)** Fumes;

**(e)** Acids;

**(f)** Alkalis;

**(g)** Chemicals; and

**(h)** Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**G. Other Coverages**

**1. Debris Removal**

**a.** We will pay the reasonable expense you incur for the removal of:

**(1)** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

**(2)** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.


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This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

Debris Removal expense under **G.1.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **G.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**b.** We will also pay the reasonable expense you incur, up to $1,500, for the removal from the "residence premises" of:

**(1)** Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

**(2)** A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

**(1)** Damage a covered structure; or

**(2)** Do not damage a covered structure, but:

**(a)** Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

**(b)** Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The $1,500 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than $1,000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

**3. Collapse**

**a.** The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.

**b.** For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**c.** This Other Coverage – Collapse, does not apply to:

**(1)** A building or any part of a building that is in danger of falling down or caving in;

**(2)** A building or any part of a building that is standing even if it has separated from another part of the building;

**(3)** A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or

**(4)** The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

**(a)** Collapsed;

**(b)** In danger of collapsing or caving in; or

**(c)** Separated from another part of the system;

due to:

**(a)** Age, obsolescence, wear, tear;

**(b)** Fading, oxidization, weathering;

**(c)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(d)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(e)** Shrinkage, expansion, contraction, bellying, corrosion; or

**(f)** Any other age or maintenance related issue.

However, this Other Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.


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**d.** We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

**(1)** The Perils Insured Against named under **C.** Coverage **C** - Personal Property;

**(2)** Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse.

However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Other Coverage **3.c.(4)** above;

**(3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or damage is known to an "insured" prior to collapse;

**(4)** Weight of contents, equipment, animals or people;

**(5)** Weight of rain which collects on a roof; or

**(6)** Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**e.** Loss to a:

**(1)** Fence, awning, patio, pavement, deck;

**(2)** Swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems;

**(3)** Foundation, retaining wall, bulkhead, pier, wharf, dock;

**(4)** Cistern, plumbing system, or any part of a plumbing system, or similar structure;

whether above or below the ground, is not included under **d.(2)** through **(6)** above; unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

**4. Glass Or Safety Glazing Material**

**a.** We cover:

**(1)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

**(2)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; and

**(3)** The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

**b.** This coverage does not include loss:

**(1)** To covered property which results because the glass or safety glazing material has been broken; except as provided in **a.(3)** above; or

**(2)** On the "residence premises" if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement and settlement as provided in **a.(2)** above.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

**c.** Loss to glass covered under this Other Coverage **G.4.** will be settled on the basis of replacement with safety glazing materials when required.

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

**5. Landlord's Furnishings**

We will pay up to $2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than theft, or other than sinkhole loss if form **CIT 23 94** applies to your Policy.

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


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

Landlord's Furnishings under **G.5.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Landlord's Furnishings **G.5.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST A. Coverage **A** – Dwelling And Coverage B – Other Structures.

**6. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

**a.** We will pay up to $10,000 for:

**(1)** The total of all loss payable under SECTION **I** – Property Coverages caused by "fungi", wet or dry rot, yeast or bacteria;

**(2)** The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under SECTION **I** – Property Coverages;

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

**(4)** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria; whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

**b.** The coverage described in **a.** only applies:

**(1)** When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and

**(2)** Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

**c.** $10,000 is the most we will pay for the total of all loss or costs payable including Coverage **D.** Loss of Use, under this Other Coverage **G.6.**, regardless of the:

**(1)** Number of locations insured;

**(2)** Number of occurrences or claims made; or

**(3)** Number of "insureds".

**d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria; loss payment will not be limited by the terms of this Other Coverage **G.6.**, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss will be subject to the terms of this Other Coverage **G.6.**

**e.** This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.

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

**7. Grave Markers**

We will pay up to $5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

**SECTION I – PERILS INSURED AGAINST**

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

**1.** We insure against direct loss to the covered property described in Coverages **A** and **B** only if that loss is a physical loss to property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part **A.** below.

**2.** We do not insure, however, for loss:

**a.** Excluded under Section **I** – Exclusions;

**b.** Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:

**(1)** An abrupt falling down or caving in;

**(2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or


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**(3)** Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to **(1)** or **(2)** above;

except as provided in **G.3.** Collapse under SECTION **I** – Property Coverages; or

**c.** Caused by:

**(1)** Freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant", "unoccupied", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

**(a)** Maintain heat in the building; or

**(b)** Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

**(2)** Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

**(a)** Fence, pavement, patio or swimming pool;

**(b)** Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building, or other structure;

**(c)** Retaining wall or bulkhead, that does not support all or part of a building or other structure; or

**(d)** Pier, wharf or dock;

**(3)** Theft:

**(a)** If such loss arises out of or results from "home-sharing host activities"; or

**(b)** In or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** Theft or attempted theft in or to a dwelling and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(4)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";

**(5)** Vandalism and malicious mischief and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(5)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";


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**(6)** Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the $10,000 limit as set forth in **3.** below.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes, subject to the $10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss:

**(a)** To the system or appliance from which this water or steam escaped;

**(b)** On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;

**(c)** Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the $10,000 limit as set forth in **3.** below.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(d)** To a plumbing system, whether above or below the ground, caused by:

**(i)** Age, collapse, obsolescence, wear, tear;

**(ii)** Fading, oxidization, weathering;

**(iii)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(iv)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(v)** Shrinkage, expansion, contraction, bellying, corrosion;

**(vi)** The unavailability or discontinuation of a part or component of the system; or

**(vii)** Any other age or maintenance related issue;


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**(e)** To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system;

**(f)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(6)(c)** above; or

**(g)** Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

**(7)** Dropped objects to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

**(8)** Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

**(9)** Any of the following:

**(a)** Wear and tear, marring, chipping, scratches, dents, or deterioration;

**(b)** Inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself;

**(c)** Smog, rust, decay or other corrosion;

**(d)** Smoke from agricultural smudging or industrial operations;

**(e)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(i)** Smoke,

**(ii)** Vapor,

**(iii)** Soot,

**(iv)** Fumes,

**(v)** Acids,

**(vi)** Alkalis,

**(vii)**Chemicals; and

**(viii)**Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

**(f)** Settling, shrinking, bulging or expansion, including resultant cracking of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

**(g)** Animals or insects, including but not limited to, bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

The exclusion described in **(9)(g)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

**(h)** Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in **(9)(g)** above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, as covered under **G.3**. SECTION **I** – Other Coverages.

The exclusion described in **(9)(h)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”.


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If any of these in **2.c.(9)** above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss, subject to the $10,000 limit as set forth in **3.** below, caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

SECTION **I** – Exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **2.c.(6)** and **c.(9)** above.

**3.** A $10,000 limit on coverage applies and is the most we will pay for:

**a.** Each covered direct physical loss from all water or steam in paragraphs **2.c.(6)** and **2.c.(9)** above; and

**b.** All cosmetic and aesthetic damage, which occurs in the same loss as **3.a.** above, including any repair or replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss as **3.a.** above, will be deducted from the $10,000 limit on coverage.

**4.** The $10,000 limit on coverage in **3.** above does not apply if:

**a.** At our option we offer and you provide written consent to participate in the services and execute the contract with the Program “Contractor”, as described under **CIT 04 86**; or

**b.** Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **CIT 04 86** to you.

**c.** However **4.** above does not apply if we or the Program “Contractor” described in **CIT 04 86** determine:

**(1)** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or

**(2)** The property is in a condition that impairs or prevents the Program “Contractor’s” ability to repair the covered loss.

In this event, your participation in the Program under **CIT 04 86** is terminated and the $10,000 limit on coverage applies.

**d.** Additionally, if you do not provide written consent to participate in the Program and execute the contract with the Program “Contractor” as described in **CIT 04 86**, or your participation in the Program has been terminated by you or us as described in **CIT 04 86**, or you make a subsequent request to participate in the Program for the same loss, the $10,000 limit on coverage will apply, except as otherwise provided in **CIT 04 86** and your Policy.

**5.** In the event the $10,000 limit on coverage in **3.** above does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.


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However, whether the $10,000 limit on coverage is applicable or not:

**a.** For coverage provided under SECTION **I** – Property Coverages **E.1.** in this Policy, the limit in **E.1.** Reasonable Emergency Measures will apply; and

**b.** For a coverage provided under SECTION **I** - Additional Coverages **F.** in this Policy, the limit as provided in the respective additional coverage will apply.

**6.** Under paragraphs **2.b.** and **2.c.** above any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

In this event, the $10,000 limit on coverage in **3.** above applies to any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above, except the $10,000 limit on coverage will not apply when the ensuing loss to the property is:

**a.** Fire;

**b.** Explosion; or

**c.** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above results in ensuing loss from "Fungi", Wet Or Dry Rot, Yeast Or Bacteria described under **G.6.** SECTION **I** – Other Coverages, the $10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.6.** SECTION I – Other Coverages will apply to the ensuing loss.

This $10,000 limit on coverage in **A.3.** and **A.6.** above does not create additional coverage or increase the limit of liability applying to the damaged property.

**Part A.**

**Catastrophic Ground Cover Collapse.**

**1.** We insure for direct physical loss to the "principal building" under Coverage **A** caused by the peril of "catastrophic ground cover collapse".

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

**2.** Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse", we will stabilize the "principal building's" land in accordance with our professional engineers recommended repairs.

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

**4.** This peril does not apply to property covered under Coverage **B** – Other Structures.

The SECTION **I** – Earth Movement And Settlement exclusion **A.2.** does not apply to "catastrophic ground cover collapse".

The SECTION **I** – Loss Caused By "Sinkhole" exclusion **A.9.** does not apply to "catastrophic ground cover collapse".

**B. Coverage C – Personal Property**

We insure for direct physical loss to the covered property described in Coverage **C** caused by a peril listed below unless the loss is excluded in SECTION **I** – EXCLUSIONS.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, as covered under this Policy, only while inside a fully enclosed building.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.


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**8. Vandalism Or Malicious Mischief**

This peril does not include:

**a.** Loss to property arising out of or resulting from "home-sharing host activities"; or

**b.** Loss to property on the “residence premises”, and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**9. Theft**

**a.** This peril includes attempted theft and loss of property from the “residence premises” when it is likely that the property has been stolen.

**b.** This peril does not include loss caused by theft:

**(1)** That occurs off the “residence premises”;

**(2)** Committed by an “insured”;

**(3)** In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** In or to a dwelling if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss;

**(5)** From that part of a “residence premises” rented by an “insured” to other than an “insured”; or

**(6)** If such loss arises out of or results from "home-sharing host activities".

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**c.** Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the “residence premises”.

**10. Falling Objects**

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

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

**a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

**b.** This peril does not include loss:

**(1)** To the system or appliance from which the water or steam escaped;

**(2)** Caused by or resulting from freezing except as provided in the Peril Insured Against **14.** Freezing;

**(3)** On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

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

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(5)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(b)(4)** above; or

**(6)** Otherwise excluded or limited elsewhere in the Policy.

**c.** In this peril, a plumbing system or household appliance does not include:

**(1)** A sump, sump pump, irrigation system, or related equipment; or

**(2)** A roof drain, gutter, down spout, or similar fixtures or equipment.


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**d.** SECTION **I** – EXCLUSIONS, exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

**13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

**14. Freezing**

**a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

**(1)** Maintain heat in the building; or

**(2)** Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

**b.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

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

**16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

**17. Catastrophic Ground Cover Collapse**

**a.** We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.

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

**c.** Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

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

The SECTION **I** – EXCLUSIONS, exclusion **A.2.** Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

The SECTION **I** – EXCLUSIONS, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under SECTION **I** - Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

**SECTION I – EXCLUSIONS**

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

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

**a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for under Additional Coverages **F.4.** Ordinance Or Law or Other Coverages, **G.4.** Glass Or Safety Glazing Material;

**b.** The requirements of which result in a loss in value to property; or

**c.** Requiring any "insured" or others to:

**(1)** Test for;

**(2)** Monitor;

**(3)** Clean up;

**(4)** Remove;

**(5)** Contain;

**(6)** Treat;


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**(7)** Detoxify;

**(8)** Neutralize; or

**(9)** In any way respond to, or assess the effects of:

Pollutants.

**d.** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(1)** Smoke;

**(2)** Vapor;

**(3)** Soot;

**(4)** Fumes;

**(5)** Acids;

**(6)** Alkalis;

**(7)** Chemicals; and

**(8)** Waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

**2. Earth Movement And Settlement**

Earth Movement And Settlement means:

**a.** Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;

**b.** Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

**c.** Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

**d.** Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

**e.** Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;

**f.** Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

**g.** Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion **2.** applies regardless of whether any of the above in **2.a.** through **2.g.** is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

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

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

**3. Water**

Water means:

**a.** Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

**b.** Water, which:

**(1)** Backs up through sewers or drains;

**(2)** Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or

**(3)** Overflows or is otherwise discharged from:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment;

**c.** Water below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through, a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or


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**d.** Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion **A.3.** applies whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

**4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the “residence premises”.

But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the “residence premises”, we will pay for the loss caused by that Peril Insured Against.

**5. Neglect**

Neglect means neglect of any "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**6. War**

War includes the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **O.** Nuclear Hazard Clause under SECTION **I** – CONDITIONS.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act an “insured” commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even “insureds” who did not commit or conspire to commit the act causing the loss.

**9. Loss Caused By “Sinkhole”**

**a.** “Sinkhole” means:

**(1)** A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.

**(2)** A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

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

This Exclusion **A.10.** does not apply:

**a.** When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or

**b.** To the extent coverage is provided for under SECTION **I** – PROPERTY COVERAGES in Other Coverages **G.6.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

**11. Existing Damage**

Existing Damage, also known as pre-existing damage, means:

**a.** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;


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**b.** Damages existing prior to the time of loss; or

**c.** Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim described under SECTION **I** – CONDITIONS, Condition **V**.

However, under this Exclusion **A.11.** any ensuing loss to property described in SECTION **I** – PROPERTY COVERAGES not otherwise excluded or excepted in this Policy is covered.

This Exclusion **A.11.** does not apply in the event of a total loss caused by a Peril Insured Against.

**12. Constant Or Repeated Seepage Or Leakage Of Water Or Steam**

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, except as otherwise provided under SECTION I - PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(6)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

**13. Accidental Discharge Or Overflow Of Water Or Steam**

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

**a.** A plumbing, heating, air conditioning or automatic fire protective sprinkler system;

**b.** A household appliance for heating water; or

**c.** A household appliance.

This Exclusion **A.13.** applies only while the dwelling is “vacant” or “unoccupied” for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

**a.** Shut off the water supply; and

**b.** Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

**14. Criminal Acts Or Illegal Activity**

Criminal acts or illegal activity means any and all criminal or illegal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured.

**15. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A, B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following.

**1. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss;

**2. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

**3. Faulty, inadequate or defective:**

**a.** Planning, zoning, development, surveying, siting;

**b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

**c.** Materials used in repair, construction, renovation or remodeling; or

**d.** Maintenance;

of part or all of any property whether on or off the "residence premises".

However, under exclusions **B.1.**, **2.** or **3.** above, any ensuing loss to property described in Coverages **A** and **B** not otherwise excluded or excepted in this Policy is covered.

**SECTION I – CONDITIONS**

**A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

**1.** To an "insured" for more than the amount of such "insured's" interest at the time of loss; or

**2.** For more than the applicable limit of liability.


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**B. Duties After Loss**

**1.** In case of a loss to covered property, we have no duty to provide coverage under this Policy, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other "insured" seeking coverage, or by a representative of either.

**a.** Give prompt notice to us or the insurance agent shown in the Declarations.

Except for reasonable emergency measures taken under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

**(1)** 72 hours after we are notified of the loss;

**(2)** The time of loss inspection by us; or

**(3)** The time of other approval by us;

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

**(1)** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect; and

**(2)** Keep an accurate record of expenses;

**c.** Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief, and provide us a copy of the police report;

**d.** Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

**(1)** The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;

**(2)** The names of all persons who resided at the insured location at the time of loss;

**(3)** The interests of all "insureds" and all others in the property involved and all liens on the property;

**(4)** Other insurance which may cover the loss;

**(5)** Changes in title or occupancy of the property during the term of the Policy;

**(6)** Specifications of the damage to the dwelling and other structures; including:

**(a)** Detailed descriptions of the damage to the property;

**(b)** Repair estimates which show the extent of damage to each item or property;

**(c)** Estimated amount(s) to repair or replace each item of property; and

**(d)** Amount(s) of payment made for any temporary or permanent repairs.

Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;

**(7)** The inventory of damaged personal property described in **1.k.** below; and

**(8)** Receipts for additional living expenses incurred and records that support the fair rental value loss;

**e.** Produce any updates to the documents and information in **1.a.** through **1.d.** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:

**(1)** As this information becomes available, and if additional loss or damage is discovered or incurred; and

**(2)** If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

**f.** Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

A representative of an “insured”:

**(1)** Must cooperate with our investigation;


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**(2)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and

**(3)** May not act in any manner to obstruct our investigation;

**g.** As often as we reasonably require, allow us or any person authorized to act on our behalf:

**(1)** Access to the "residence premises";

**(2)** To inspect the "residence premises", and to inspect subject to paragraphs **1.n.**, **o.** and **p.** below all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the "residence premises"; and

**(3)** To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;

**h.** At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;

**i.** Execute all work authorizations and allow contractors and related parties entry to the property;

**j.** Keep an accurate record of repair expenses;

**k.** Prepare an inventory of damaged personal property showing the:

**(1)** Quantity;

**(2)** Description;

**(3)** Actual cash value; and

**(4)** Amount of loss.

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

**l.** As often as we or any person authorized to act on our behalf, reasonably require:

**(1)** Show the damaged property retained as required by this Policy; and

**(2)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;

**m.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;

**n.** To the degree reasonably possible, retain the damaged property, and any photographs and videos of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos;

**o.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;

**p.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;

**q.** As often as we or any person authorized to act on our behalf reasonably require:

**(1)** You or any "insured";

**(2)** Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an "insured"; and

**(3)** Any agent or representative, including any public adjuster, engaged on behalf of you or any "insured", or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in **q.(2)** above;

must:

**(1)** Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of each other or any other "insured";

**(2)** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and

**(3)** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

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**2.** The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

**C. Loss Settlement**

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided under SECTION **I** – PROPERTY COVERAGES in Additional Coverages **F.4.** Ordinance Or Law.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

Covered property losses are settled as follows:

**1.** Property of the following types:

**a.** Personal property;

**b.** Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

**c.** Structures that are not buildings; and

**d.** Gravemarkers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

**2.** Buildings covered under Coverage **A** or **B** at replacement cost, subject to the following:

**a.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay, subject to **2.d.** below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to **2.d.** below.

**b.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:

**(1)** The actual cash value of that part of the building damaged, after application of the deductible; or

**(2)** That proportion of the cost to repair or replace, after application of the deductible, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.

**c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

**(1)** Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;

**(2)** Those supports in **(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement;

**(3)** Underground flues, pipes, wiring and drains; and

**(4)** Structures and other property excluded or not covered elsewhere in your Policy.

**d.** Under **2.a.** and **2.b.** above, we will settle the loss as follows:

**(1)** We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.

**(2)** We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the dwelling occurs, the provisions of **2.d.** above do not apply and we will pay, up to the applicable limit of liability, the replacement cost coverage amount without deduction for depreciation.


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**e.** Under **2.a.** and **2.d.** above, we will pay not more than the least of the following amounts:

**(1)** The limit of liability under this Policy that applies to the building;

**(2)** The replacement cost of that part of the building damaged with material of like kind and quality and for like use, without deduction for depreciation; or

**(3)** The necessary amount to repair or replace the damaged building.

**f.** If at the time of loss:

**(1)** Paragraph **2.a.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.e.** above.

**(2)** Paragraph **2.b.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.b.** above.

**g.** If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:

**(1)** Not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:

**(a)** Vandalism;

**(b)** Malicious mischief;

**(c)** Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;

**(d)** Dwelling glass breakage;

**(e)** Water damage;

**(f)** Theft; or

**(g)** Attempted theft.

**(2)** Reduce the amount we would otherwise pay for a covered loss by 15%.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.

**3.** In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

**a.** Complete the professional engineer's recommended repairs; or

**b.** Pay the policy limits without a reduction for the repair expenses incurred.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

**D. Matching Of Undamaged Property And New Material**

**1.** When a loss requires replacement of items and the replaced items do not match in quality, color, or size of items in adjoining areas, we will make reasonable repairs or replacement of items in those adjoining areas due to a covered property loss, when:

**a.** Repairs and replacement of the undamaged property are performed, or

**b.** A copy of an executed contract between you and the licensed contractor performing the repairs or replacement is provided to us.

The executed contract shall include a description of each item of undamaged property to be repaired or replaced as a result of the covered loss and the estimated amount to repair or replace each item.

**2.** In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

**a.** The cost of repairing or replacing the undamaged portions of the property;

**b.** The degree of uniformity that can be achieved without such costs;

**c.** If repairing or replacing the undamaged material is reasonable;

**d.** The remaining useful life of the undamaged portion; and

**e.** Other relevant factors.


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**E. Loss To A Pair Or Set**

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

**1.** Repair or replace any part to restore the pair or set to its value before the loss; or

**2.** Pay the difference between actual cash value of the property before and after the loss.

**F. Glass Replacement**

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required.

**G. Alternative Dispute Resolution**

**1.** Mediation.

If you and we are in dispute regarding a claim under this Policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

**a**. If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

**b.** We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.

**c.** However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

**(1)** The actual cash expenses you incurred while attending the conference; and

**(2)** Also pay the mediator's fee for the rescheduled conference.

**2.** Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

**a.** If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

**b.** The estimate in **2.a.** above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

**c.** In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.

**d.** The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.

Both appraisers must sign the written report of agreement.

**e.** If they fail to agree, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of residential property damage estimates, conducting on-site examination of residential property damages and reviewing residential expert reports, regarding the repair and replacement of residential property damage.

**f.** If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**g.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

**h.** The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:

**(1)** The two appraisers who have agreed in setting the amount of loss; or

**(2)** The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.


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The appraisal award shall include the following:

**(1)** A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;

**(2)** The agreed amount of each item, its replacement cost value and corresponding actual cash value;

**(3)** Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and

**(4)** A statement of "This award is made subject to the terms and conditions of the Policy."

**i.** Each party will:

**(1)** Pay its own appraiser, including their costs associated with producing the estimate described in **2.a.** above; and

**(2)** Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.

**j.** You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the Policy.

**k.** If, however, we requested the mediation in **1.** above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

**l.** If, however, you or any party other than us requested the mediation in **1.** above, we may still demand appraisal.

**H. Other Insurance And Service Agreement**

If a loss covered by this Policy is also covered by:

**1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss.

**2.** A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

**I. Suit Against Us**

No action can be brought against us; unless:

**1.** Notice of the loss has been given to us;

**2.** There has been full compliance with all of the terms of this Policy;

**3.** If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and

**4.** The action is started within 5 years after the date of the loss.

**J. Our Option**

**1.** If we give or mail you, or "electronically transmit" to you, written notice within 30 days after we receive your signed, sworn proof of loss; and:

**a.** The damaged property under Coverage **A** – Dwelling in SECTION **I** – PROPERTY COVERAGES is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair any part or item of the damaged Coverage **A** property with material or property of like kind and quality.

**(2)** If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**b.** The damaged property is not insured for replacement cost loss settlement as outlined in SECTION – **I** CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

**(2)** If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**2.** If the damaged property is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement, we will pay the amount of loss, as noted in Paragraph **C.2.d.** of the Loss Settlement provision.


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However, if form **CIT 04 90** is part of this Policy at the time of loss, we will pay as provided in Paragraph **C** of the form, the eligible property described in paragraph **A.1.** of form **CIT 04 90**.

3. Paragraphs **J.1.** and **J.2.** above do not apply to the services that are provided under form **CIT 04 85**.
4. Paragraphs **J.1.** and **J.2.** above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **CIT 04 86**.
5. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

**K. Loss Payment**

1. We will adjust all losses with you.

   Paragraphs **2.** through **8.** below apply to all covered loss or damage.

2. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.
3. Loss will be payable:
   **a.** 20 days after we receive your proof of loss and reach written agreement with you; or
   **b.** 60 days after we receive your proof of loss; and
      **(1)** There is an entry of a final judgment; or
      **(2)** There is a filing of an appraisal award or a mediation settlement with us.
   **c.** Within 60 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control.

      Paragraph **3.c.** above does not form the sole basis for a private cause of action against us.
4. Payment of a portion of the claim(s) being asserted in a loss under this Policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.
5. In the event any services, or part or portion of any services described in form **CIT 04 85** are performed by the “Contractor” under **CIT 04 85**, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraph **1.** under Condition **K.** in **CIT 04 85**.
6. In the event any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B** which under **CIT 04 86** are performed by the “Contractor” as described in the scope of repairs for covered damages, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraphs **1.**, **2.** and **3.** under Condition **K.** in **CIT 04 86**.
7. For all other covered loss or covered damage, not part of paragraph **6.** above, we will pay you in accordance with paragraphs **1.** through **5.** above.

**L. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

**M. Mortgage Clause**

The word "mortgagee" includes trustee and lienholder.

1. If a mortgagee is named in this Policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear.

   If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
   **a.** Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

      This notice includes notifying us of foreclosure or if a foreclosure has been initiated;
   **b.** Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
   **c.** Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.
3. Paragraph **G.2.** Appraisal, **I.** Suit Against Us and K. Loss Payment under SECTION I – CONDITIONS also apply to the mortgagee.
4. If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.


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5. If we pay the mortgagee for any loss and deny payment to you:
   a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
   b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

      In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
6. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**N. No Benefit To Bailee**

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

**O. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in SECTION **I**.
3. This Policy does not apply under SECTION **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**P. Recovered Property**

1. If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery.
2. At your option, the property will be returned to or retained by you or it will become our property.
3. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**Q. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

**R. Adjustment To Property Coverage Limits**

If your Policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

1. These adjustments will keep pace with inflation; or
2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. Deductible**

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

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

**T. Policy Period**

This Policy applies only to loss which occurs during the policy period.

**U. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

1. We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;
   b. Concealed any material fact or circumstance; or
   c. Engaged in fraudulent conduct.
2. We do not provide coverage under this Policy to you or any “insureds”, when you or any “insured” had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any “insured”, or any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.
3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the Policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any “insureds” or any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;


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**b.** Concealed any material fact or circumstance; or

**c.** Engaged in fraudulent conduct.

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

**V. Claim, Supplemental Claim, Or Reopened Claim**

**1.** A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

**2.** A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

**3.** For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

**1.** Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

**2.** Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

**B. Coverage F – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

**1.** To a person on the "insured location" with the permission of an "insured"; or

**2.** To a person off the "insured location", if the "bodily injury":

**a.** Arises out of a condition on the "insured location" or the ways immediately adjoining;

**b.** Is caused by the activities of an "insured";

**c.** Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

**d.** Is caused by an animal owned by or in the care of an "insured".

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

**1.** Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

**a.** Is registered for use on public roads or property;

**b.** Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

**c.** Is being:

**(1)** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;

**(2)** Rented to others;

**(3)** Used to carry persons or cargo for a charge; or

**(4)** Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**d.** Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in **A.2.d.** below, all whether subject to motor vehicle registration or not.


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**2.** If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

**a.** In dead storage on an "insured location";

**b.** Located on the “residence premises” and used solely to service the residence;

**c.** A riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” to mow a lawn or at the time of the “occurrence” is being used by a “residence employee” to mow the “residence premises”. However, this provision **2.c.** does not include a riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” or any other person while engaged in a “business”.

**d.** Designed solely to assist the handicapped and, at the time of an "occurrence", it is:

**(1)** Being used to assist a handicapped person; or

**(2)** Parked on an "insured location";

**e.** A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:

**(1)** Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

**(2)** Cross public roads at designated points to access other parts of the golfing facility;

**f.** A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground.

**B. Watercraft Liability**

**1.** Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

**a.** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

**b.** Rented to others;

**c.** Used to carry persons or cargo for a charge; or

**d.** Used for any "business" purpose.

**2.** If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

**a.** Is stored;

**b.** Is a sailing vessel, with or without auxiliary power, that is:

**(1)** Less than 26 feet in overall length; or

**(2)** 26 feet or more in overall length and not owned by or rented to an "insured"; or

**c.** Is not a sailing vessel or “personal watercraft” and is powered by:

**(1)** An inboard or inboard-outdrive engine or motor of:

**(a)** 50 horsepower or less and not owned by an "insured"; or

**(b)** More than 50 horsepower and not owned by or rented to an "insured"; or

**(2)** One or more outboard engines or motors with:

**(a)** 25 total horsepower or less;

**(b)** More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. Personal Watercraft Liability**

This Policy does not cover "personal watercraft liability".

**D. Aircraft Liability**

This Policy does not cover "aircraft liability".

**E. Hovercraft Liability**

This Policy does not cover "hovercraft liability".

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

**Coverages E** and **F** do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

**a.** Is of a different kind, quality or degree than initially expected or intended; or

**b.** Is sustained by a different person, entity or property than initially expected or intended;


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**2. Business**

**a.** Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **F.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

**b.** This Exclusion **F.2.** applies to the rental or holding for rental of an "insured location" through a "home-sharing network platform", but does not apply to the rental or holding for rental of an "insured location":

**(1)** On an occasional basis if used only as a residence;

**(2)** In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

**(3)** In part, as an office, school, studio or private garage;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

**a.** Owned by an "insured";

**b.** Rented to an "insured"; or

**c.** Rented to others by an "insured";

that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment, hazing, bullying, or physical or mental abuse;

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

**a.** A Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; or

**b.** Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

**a.** Cocaine;

**b.** LSD; and

**c.** All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

**9. Ownership, Rental, Borrowing, Use, Or Supervision**

"Bodily injury" or "property damage" which is caused by or arising out of the ownership, rental, borrowing, use, or supervision from any of the following:

**a**. Trampolines;

**b.** Rebound devices and similar apparatus;

**c.** Ramps while being used for stunts;

**d.** Bounce houses and similar apparatus;

**e.** Zip lines;

**f.** Pool slides;

**g.** Diving boards;

**h.** Empty or unprotected swimming pools.

An unprotected swimming pool is a swimming pool that is not completely enclosed by a permanent barrier such as a wall, fence, or screen enclosure;

**i.** Empty or unprotected hot tubs and spas.


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An unprotected hot tub or spa is a hot tub or spa that does not have a locking cover or a permanent barrier such as a wall, fence or screen enclosure; or

**j.** Skateboard ramps or bicycle ramps;

whether the “bodily injury” or “property damage” occurs on the residence premises” or elsewhere;

**10. Criminal Acts**

Criminal acts means any and all criminal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured; or

**11. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

“Bodily injury” or “property damage” arising:

**a.** Out of the ingestion of paint that has lead in it;

**b.** Out of the ingestion of paint that has lead compounds in it;

**c.** Out of the inhalation of paint that has lead in it;

**d.** Out of the inhalation of paint that has lead compounds in it;

**e.** From radon, or any other substance that emits radiation;

**f.** In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:

**(1)** Vapors or fumes;

**(2)** Gas or oil;

**(3)** Toxic chemicals, liquid or gas;

**(4)** Waste materials; or

**(5)** Irritants, contaminants or pollutants.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** “Personal Watercraft Liability”, **D.** "Aircraft Liability", **E.** "Hovercraft Liability", **F.4.** "Insured's" Premises Not An "Insured Location" and **F.9.** “Ownership, Rental, Borrowing, Use, Or Supervision” do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**G. Coverage E – Personal Liability**

Coverage **E** does not apply to:

**1.** Liability:

**a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under SECTION **II** – Additional Coverages;

**b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

**(1)** That directly relate to the ownership, maintenance or use of an "insured location"; or

**(2)** Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this Policy;

**2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

**3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

**4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**5.** "Bodily injury" or "property damage" for which an "insured" under this Policy:

**a.** Is also an insured under a nuclear energy liability policy issued by the:

**(1)** Nuclear Energy Liability Insurance Association;

**(2)** Mutual Atomic Energy Liability Underwriters;

**(3)** Nuclear Insurance Association of Canada,

or any of their successors; or

**b.** Would be an insured under that Policy but for the exhaustion of its limit of liability;


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**6.** "Bodily injury" to you or an "insured" as defined under Definition **13.a.** or **13.b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

**a.** Repay; or

**b.** Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured";

**7.** “Bodily injury” or “property damage” caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or

**8.** “Bodily injury” or “property damage” caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the “bodily injury” or “property damage” damage occurs on the “residence premises” or elsewhere.

However, this Exclusion **8.** does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

**H. Coverage F – Medical Payments To Others**

Coverage **F** does not apply to "bodily injury":

**1.** To a "residence employee" if the "bodily injury":

**a.** Occurs off the "insured location"; and

**b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";

**2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**3.** From any:

**a.** Nuclear reaction;

**b.** Nuclear radiation; or

**c.** Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

**d.** Any consequence of any of these; or

**4.** To:

**a.** A "home-sharing occupant"; or

**b.** Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**A. Claim Expenses**

We pay:

**1.** Expenses we incur and costs taxed against an "insured" in any suit we defend;

**2.** Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;

**3.** Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting us in the investigation or defense of a claim or suit; and

**4.** Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

**C. Damage To Property Of Others**

**1.** We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

**2.** We will not pay for "property damage":

**a.** To the extent of any amount recoverable under SECTION **I** of this Policy;

**b.** Caused intentionally by an "insured" who is 13 years of age or older;

**c.** To property owned by an "insured";

**d.** To property owned by or rented to a tenant of an "insured" or a resident in your household; or

**e.** Arising out of:

**(1)** A "business" engaged in by an "insured";

**(2)** Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or


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**(3)** The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, “personal watercraft”, or “motor vehicles”.

This Exclusion **C.2.e.(3)** does not apply to a "motor vehicle" that:

**(a)** Is designed for recreational use off public roads;

**(b)** Is not owned by an "insured"; and

**(c)** At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**D. Loss Assessment**

**1.** We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

**a.** “Bodily injury” or “property damage” not excluded from coverage under SECTION **II** - Exclusions; or

**b.** Liability for an act of a director, officer, or trustee in the capacity as a director, officer or trustee, provided such person:

**(1)** Is elected by the members of a corporation or association of property owners; and

**(2)** Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

**2.** Condition **J.** Policy Period under SECTION **II** – Conditions does not apply to this Loss Assessment Coverage.

**3.** Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:

**a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

**b.** A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

**4.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**SECTION II – CONDITIONS**

**A. Limit Of Liability**

**1.** Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations.

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

**2.** Vicarious Parental Sublimit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is $10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

**3.** The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds", claims made or persons injured.

**4.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

**a.** Inhalation of;

**b.** Ingestion of;

**c.** Contact with;

**d.** Exposure to;

**e.** Existence of; or

**f.** Presence of:

Any "fungi", wet or dry rot, yeast or bacteria will not be more than $50,000.

**5.** The limit of liability in **4.** above applies regardless of the:

**a.** Number of locations insured under the Policy;

**b.** Number of persons injured;

**c.** Number of persons whose property is damaged;

**d.** Number of "insureds"; or

**e.** Number of "occurrences" or claims made.


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6. The Aggregate Sublimit in **4.** above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.
7. The sublimit in **4.** above is within, but does not increase, the Coverage **E** limit of liability.
8. Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

**B. Severability Of Insurance**

This insurance applies separately to each "insured", except with respect to the Aggregate Sublimit of Liability of $50,000 described under SECTION II CONDITIONS, condition **A.4.** “Fungi", Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

This condition will not increase our limit of liability for any one “occurrence”.

**C. Duties After "Occurrence"**

In case of an "occurrence", you or an "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if there is failure to comply with any of the following duties. You will help us by seeing that these duties are performed:

1. Give written notice to us or your insurance agent as soon as is practical, which sets forth:
   a. The identity of the Policy and the "named insured" shown in the Declarations;
   b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
   c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

   This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim or suit.

   A representative of an “insured”:
   a. Must cooperate with our investigation;
   b. Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim or suit; and
   c. May not act in any manner to obstruct our investigation;
3. As often as we or any person authorized to act on our behalf reasonably require:
   a. You or any “insured”; and
   b. Any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if you are the trustee, association, corporation or other entity, who is an “insured”;

   must:
   a. Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of any other "insured" or any other person, except for your legal representative;
   b. Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
   c. Sign any transcript of the examinations under oath and recorded statements.

   Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.
4. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
5. At our request:
   a. Help us to make settlement;
   b. Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
   c. Help us with the conduct of suits and attend hearings and trials;
   d. Help us to secure and give evidence and obtain the attendance of witnesses; and
   e. Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.
6. With respect to **C.** Damage To Property Of Others under SECTION **II** – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
7. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".


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**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others.**

1. The injured person or someone acting for the injured person will:
   a. Give us written proof of claim, under oath if required, as soon as is practical; and
   b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage F – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Section **II**.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage **E** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An Insured**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

**I. Joint Obligations**

The terms of this Policy impose joint obligations on persons defined as an “insured”. This means that the responsibilities, acts and failures to act of a person defined as an “insured” will be binding upon another person defined as an “insured”.

**J. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**K. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:

1. Made one or more material incorrect statements or representations;
2. Concealed any material fact or circumstance; or
3. Engaged in fraudulent conduct.

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

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting the first named insured know in writing of the date cancellation takes effect.


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This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**a.** When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

**b.** If:

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

**(2)** We determine that an "insured" has unreasonably caused a delay in the repair of the dwelling or other structure; or

**(3)** We have paid policy limits;

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

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

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

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

**a.** When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:

**(1)** A material misstatement or misrepresentation; or

**(2)** Failure to comply with underwriting requirements;

**b.** We may also cancel this Policy subject to the following provisions.

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

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

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

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

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

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

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

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

**(a)** If there has been a material misstatement;

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

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

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

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


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

**(4)** When this Policy has been in effect for more than 90 days, we may not cancel:

**(a)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”; or

**(b)** On the basis of credit information available in public records.

**(5)** If any of the reasons listed in Paragraphs **C.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

**4.** If the date of cancellation becomes effective during a "hurricane occurrence":

**a.** The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

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

**5.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**6.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**D. Nonrenewal**

**1.** We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or “electronically transmitting” to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

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

**(1)** You have not paid the renewal premium;

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

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

**(4)** We have paid policy limits.

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

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

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


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**c.** If the conditions described in Paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

**(1)** When nonrenewal is for:

**(a)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(b)** A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**(2)** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**d.** Depopulation Provision.

**(1)** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

**(a)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

**(b)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**(2)** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**2.** We will not nonrenew this Policy:

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

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

**c.** On the basis of filing of claim(s) for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

**d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

**e.** On the basis of credit information available in public records.

**3.** If the date of nonrenewal becomes effective during a "hurricane occurrence":

**a.** The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period the Policy remains in effect.

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

**E. Assignment**

Assignment of this Policy will not be valid unless we give our written consent.

**F. Salvage**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.

**G. Subrogation**

**1.** An "insured" may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.


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2. If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
3. Subrogation does not apply under SECTION **I** – PROPERTY COVERAGES, to Coverage **E.** Reasonable Emergency Measures or under SECTION **II** – ADDITIONAL COVERAGES, to Additional Coverage **C.** Damage To Property Of Others.

**H. Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

   We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**I. Notification Regarding Access**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**J. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;
2. "Insured" includes:
   a. An "insured" at the time of your death, but only while a resident of the "residence premises"; and
   b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**K. Renewal Notification**

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

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

This notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured, at least 45 days before the expiration date of this Policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**L. Document Transmittal**

Upon affirmative election by you for Citizens to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

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

**Citizens Property Insurance Corporation**


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THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

# NO SECTION II – LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS
# LIMITED SECTION I – PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

**A.** "Business", as defined in the Policy, means:

**1.** A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis;

**2.** "Home-sharing host activities"; or

**3.** Any other activity engaged in for money or other compensation, except the following:

**a.** One or more activities:

**(1)** Not described in **b.** through **d.** below; and

**(2)** For which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**d.** The rendering of home day care services to a relative of an "insured".

**B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

**C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

**1.** That an "insured" engages in for money or other compensation; and

**2.** From which an "insured" receives more than $2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

**D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

**1.** Described in **A.2.** above, and

**2.** Engaged in for money by a single "insured";

may be considered a "business" if the $2,000 threshold is exceeded.

**E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this Policy:

**1.** Does not provide:

**a.** Section **II** coverages. This is because a "business" of an "insured" is excluded under **F.2.** of Section **II** – Exclusions;

**b.** Coverage, under Section **I**, for other structures from which any "business" is conducted; and

**2.** Limits Section **I** coverage, under Coverage **C** – **3.** Special Limits of Liability, for "business" property:

**a.** On the "residence premises" for the home day care "business" to $2,500. This is because Category **h.** (**e.** in Form **CIT HO-8**) imposes that limit on "business" property on the "residence premises";


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**b.** Away from the "residence premises" for the home day care "business" to $250. This is because Category **i.** (**f.** in Form **CIT HO-8**) imposes that limit on "business" property away from the "residence premises". Category **i.** (**f.** in Form **CIT HO-8**) does not apply to property described in Categories **j.** and **k. (g.** and **h.** respectively in Form **CIT HO-8**).

Business definition paragraph **A.2.** above, regarding "Home-sharing host activities", does not apply when Policy forms **CIT MHO-3** or **CIT MHO-4** are shown in your Declarations.

All other provisions of this Policy apply.


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**HOMEOWNERS**
**CIT 23 70 02 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

The following is added to **SECTION I – EXCLUSIONS** (This is SECTION **I** – EXCLUSIONS **A.** in **CIT HO-3**)

**WINDSTORM EXTERIOR PAINT OR WATERPROOFING**

We will not pay for loss caused by:

**1.** Windstorm or hail; or

**2.** Windstorm during a "hurricane occurrence";

to paint, stain or waterproofing material, applied to the exterior of the building or structure.

All other provisions of this Policy apply.


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**HOMEOWNERS**
**CIT 04 85 02 23**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## EMERGENCY WATER REMOVAL SERVICES

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, with your consent a "Contractor(s)" that is participating in the Program will contact you. The "Contractor" will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION **I** –CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Citizens claim representative at the telephone number provided to you, or call our toll free Call Center at 866.411.2742 and a representative will be available to discuss your concerns.

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**CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, a participating "Contractor" will be in contact with you to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

   When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.
3. SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
4. Your deductible does not apply to the services provided under this "Endorsement".
5. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the $3,000 limit under SECTION **I** - PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures and will not be deducted from the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.**, in **CIT HO-3**.


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All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the $3,000 limit under Section **I** – PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures which will be deducted from the $10,000 limit on coverage provided in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures.

**6.** This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.

**7.** We will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment of this "Endorsement" for services the "Contractor" provides under this "Endorsement".

**8.** Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

**9.** In consenting to participate in the services provided under this "Endorsement", you acknowledge that Citizens is not a party to the contract between you and the Program "Contractor".

**DEFINITIONS**

The following definition is added:

The term "Endorsement" shall mean "form **CIT 04 85**" and shall mean "form **CIT 04 85**" in the paragraph(s) added or replaced in **CIT HO-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to provide the services under this "Endorsement".

**SECTION I – CONDITIONS**

Condition **B. Duties After Loss**

The following paragraphs are added to Condition **B.** Duties After Loss in **CIT HO-3**:

Your duties under Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:

**1.** Prevent the "Contractor" from providing or completing the services, or

**2.** Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss, paragraph **B.1.** in **CIT HO-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition **K. Loss Payment**

Regarding the services performed under this "Endorsement", Condition **K.** Loss Payment paragraphs **1.**, **2.** and **3.** are deleted in **CIT HO-3** and replaced with paragraph **1.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly.


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**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added under SECTION **I** AND **II** – CONDITIONS to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires agreement to a mutual schedule with you, and your permission for the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

**TERMINATION OF CONSENT**

**1.** Your consent to participate in this "Endorsement" is terminated if you or your representative:

**a.** Notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the emergency water removal services under this "Endorsement".

**b.** Fail to sign or execute any contract(s) or authorization(s) provided by the "Contractor" for emergency water removal services.

Upon termination of your consent, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

**a.** All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".

**b.** The deductible described under SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

**POLICY PROVISIONS**

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.


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**HOMEOWNERS**
**CIT 04 86 02 23**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## MANAGED REPAIR CONTRACTOR NETWORK PROGRAM

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, a "Contractor" that is participating in the Program will contact you. We or the "Contractor(s)" will provide a scope of repairs for covered damages to your dwelling and other structures, covered under Coverage **A** or **B**, for damage or loss from a covered peril described in your Policy. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us. As a Program participant, you will directly contract with the "Contractor" to make the repairs of covered damages provided in the scope you received.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Citizens' claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.411.2742 and a representative will be available to discuss your concerns.

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### CONSENT

You must provide written consent to participate in this Program.

Your written consent to participate in this Program can only be provided to us by completing and returning to us, on or after reporting a claim of loss or damage, the Program Consent Form provided to you by Citizens.

The provisions of this "Endorsement" are only for that reported claim of loss or damage. The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another written consent in a Program Consent Form provided by Citizens.

### PROGRAM PARTICIPATION

**1.** Your participation in the Program as described in this Endorsement and your Policy is contingent upon the property, prior to or at the time of the loss, being in a condition that does not impair or prevent the Program "Contractor's" ability to repair the covered loss.

**2.** Your participation in the Program is terminated if we or the Program "Contractor" determine:

- **a.** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
- **b.** The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.

**3.** If the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** is applicable to the covered loss, the $10,000 limit on coverage does not apply while you are participating in the Program.

However, if your participation in the Program is terminated under **1.** or **2.** above or terminated as described elsewhere in this "Endorsement" and the $10,000 limit on coverage is applicable to the covered loss, the $10,000 limit on coverage applies.

**4.** You are not eligible to participate in the Program if:

- **a.** You incur any costs for repairs or you start any repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, prior to our receipt of your written consent to participate in the Program and the execution of the contract between you and the "Contractor"; or
- **b.** You request participation in the Program after you have incurred any costs for repairs or you have started any repairs, replacement or rebuilding of property described under Coverage **A** or **B**.

In this event, the most we will pay is the applicable limit of liability or if applicable the $10,000 limit on coverage, as described and provided in your Policy.


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**AGREEMENT**

The following, subject to the PROGRAM PARTICIPATION provisions of this "Endorsement", are added:

**1.** In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**a.** We or the "Contractor" will provide you a scope of repairs for covered damages.

**b.** As necessary, we will provide you a revised scope(s) of repairs for covered damages describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original scope of repairs for covered damages.

Together, these scopes under **a.** and **b.** above are your scope of repairs for covered damages to property covered under Coverage **A** or Coverage **B**.

**2.** To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us and directly enter into a contract with the Program's "Contractor" to repair, replace or rebuild the damaged property included in the scope of repairs for covered damages.

**a.** The contract between you and the "Contractor" will be for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the scope of repairs for covered damages. We are not a party to the contract between you and the "Contractor" and the "Contractor" is not an agent of Citizens.

**b.** Payment for the repairs, replacement or rebuilding of the damaged property in the contract described in paragraph **2.a.** above will be paid directly to the "Contractor" as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus any applicable deductible.

**3.** Until you provide written consent to participate in the Program and execute the contract with the "Contractor", the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**a.** Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss will be deducted from the $10,000 limit on coverage.

**b.** The $10,000 limit on coverage applies if:

**(1)** You do not provide written consent to participate in the Program;

**(2)** Your participation in the Program has been terminated by you or us; or

**(3)** You make a subsequent request to participate in the Program for the same loss and your request is not accepted by us.

**4.** Any payment made by us to you for a loss, minus any payment made by us to you under SECTION **I** - PROPERTY COVERAGES **E.** Reasonable Emergency Measures for that loss, must be returned to us if for the same loss if:

**a.** The Program is re-offered to you and you consent to participate in the Program; or

**b.** A subsequent request by you to participate in the Program is accepted by us.

**5.** If a contract has been executed between you and the "Contractor" as described in the "Endorsement", you will be responsible for payment to the "Contractor" of the deductible described in SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3**.

**6.** We will pay the "Contractor" directly as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus the deductible you are responsible for in **5.** above, for the amount, if any, owed the "Contractor" for their performance of repairs, replacement or rebuilding of covered property covered under Coverages **A** or **B** indicated in the scope of repairs for covered damages.

**7.** In no event will you be responsible for paying more than one deductible in any one loss.


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8. If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures, the applicable limit of liability shown in your Declarations will apply instead.
9. This "Endorsement" does not:
   a. Increase the limit of liability that applies to the covered property;
   b. Alter or change, under SECTION **I** - PROPERTY COVERAGES, any Additional Coverage in **F.** Additional Coverages, or alter or change any Other Coverage in **G.** Other Coverages, and each Additional Coverage or Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **CIT HO-3**; or
   c. Alter or change the deductible provision in your Policy.
10. Your duties under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:
   a. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
   b. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**; or
   c. Have another party perform or contract to perform a duty on your behalf.
11. Any dispute between you and us, regarding the scope of repairs for covered damages of property covered under Coverage **A** or **B** is subject to SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal as described in this "Endorsement".

   The Appraisal may be requested by you or by us.
12. Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

**TERMINATION OF CONSENT**

1. If you have provided written consent in a Program Consent Form to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the scope of repairs for covered damages we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
3. If you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
4. If you fail to execute the contract provided by the "Contractor" within ten business days from the date the contract is delivered to you, this constitutes termination of your consent to the Program provided under this "Endorsement".
5. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply, including but not limited to:
   a. All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3**.
   b. Our option to repair, rebuild or replace property as described under SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3**.
6. When participation in the Program is terminated, the Program "Contractor" will stop repairs, replacement and rebuilding of the property.

   In this event, if the loss is subject to the $10,000 limit on coverage described in paragraphs **A.3.** and **A.6.** in **CIT HO-3** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** –


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Other Structures, the $10,000 limit on coverage applies to the loss.

**DEFINITIONS**

The following definition is added:

"Endorsement"

The term "Endorsement" means "form **CIT 04 86**" and means "form **CIT 04 86**" in the paragraph(s) in this "Endorsement" that are added or replaced in **CIT HO-3**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor"

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to inspect and document your loss, prepare a scope(s) for repair of covered damages covered under Coverage **A** or **B** and to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B**, under this "Endorsement".

**SECTION I – PROPERTY COVERAGES**

The following is added to Coverage **D** - Loss Of Use in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Under **1.** Additional Living Expense or **2.** Fair Rental Value:

**a.** We will not pay for any time period where you, any other "insured" seeking coverage or a representative of either, act in a manner to unreasonably obstruct or unreasonably delay the "Contractor" from repairing, replacing or rebuilding the property that is subject to the scope of repairs for covered damages under this "Endorsement"; or

**b.** We will not pay for any time period caused by:

**(1)** The performance by the "Contractor" of additional repairs, replacement or rebuilding of property requested by you, any other "insured" seeking coverage or a representative of either, that are not included in the scope of repairs for covered damages provided under this "Endorsement"; or

**(2)** To correct loss or damages existing prior to or at the time of loss.

In no event will we make duplicate payments under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use under SECTION **I** – PROPERTY COVERAGES, **D.** Coverage **D** – Loss Of Use, for the same loss or damage or for the same loss occurrence.

**SECTION I – CONDITIONS**

Condition **C. Loss Settlement**

The following paragraphs are added to Condition **C.** Loss Settlement in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition **C.** Loss Settlement paragraph **C.2.d.** in **CIT HO-3** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition **G.2. Appraisal**

For disputes arising under the application of this "Endorsement" Condition **G.2.** Appraisal is deleted in **CIT HO-3** and is replaced by the following regarding the scope of repairs for covered damages that describes the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**2.** Appraisal.

For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to the scope of repairs for covered damages, and only applies to the resolution of disputes regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement".


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**a.** If you and we fail to agree on the scope of repairs for covered damages, either party may demand appraisal.

**b.** If you or we demand appraisal, the demand must be in writing and shall include a detailed scope of repairs for covered damages which identifies each item of damaged property, describes the extent of the damage and indicates whether each item should be repaired, rebuilt or replaced.

**c.** Each party will choose a competent appraiser within 20 days after receiving a written demand for appraisal from the other.

**d.** If the appraisers submit a written report of an agreement to us, the scope of repairs for covered damages agreed upon will be the scope of repairs for covered damages for purposes of this "Endorsement".

**e.** If they fail to agree on a scope of repairs for covered damages within 30 days, unless the period of time is extended by mutual agreement between you and us, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request in writing that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**f.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the scope of repairs for covered damages for purposes of this "Endorsement".

**g.** The appraisal award will be in writing and shall include the following:

**(1)** A detailed list, which includes the description and the grade of material for the repairs, replacement or rebuilding of each specific item included in the award from the appraisal findings; and

**(2)** A statement of "This award is made subject to the terms and conditions of the policy."

**h.** Each party will:

**(1)** Pay its own appraiser, including their fees and expenses associated with their appraisal services; and

**(2)** Pay reasonable fees and reasonable expenses of the appraisal and umpire equally.

**i.** Satisfaction of the award or any part of the award will be made in accordance with Condition **K.** Loss Payment described in this "Endorsement".

**j.** For resolution of disputes unrelated to this "Endorsement", SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal in **CIT HO-3** is available in accordance with its provisions.

Condition **K. Loss Payment**

Regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** performed under this "Endorsement", Condition **K.** Loss Payment, paragraphs **1.**, **2.**, and **3.** are deleted in **CIT HO-3** and replaced by paragraphs **1.**, **2.** and **3.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly for the covered repairs described in the scope of repairs for covered damages.

**2.** We will include you on the check in **1.** above.

**3.** In no event will we make duplicate payments for the same element of loss.

**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Citizens, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting and documenting your loss, preparing a scope(s) of repairs for covered damages and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.


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# SPECIAL PROVISIONS – FLORIDA

**DEFINITIONS**

Definition **B.3.** “Assignment agreement” is deleted and replaced with the following:

**3.** "Assignment agreement" means any instrument by which post-loss benefits under a residential property insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services, including, but not limited to, inspecting, protecting, repairing, restoring, or replacing the property or mitigating against further damage to the property.

This does not include fees collected by a public adjuster.

**SECTION I - CONDITIONS**

Under Condition **I.** Suit Against Us, paragraph **2.a.(1)** is deleted and replaced with the following:

**2.** Suit By An “Assignee”.

**a.** An “assignee” must provide us with a written notice of intent to initiate litigation before filing suit under this Policy.

**(1)** Such notice must be served by:

**(a)** Certified mail, return receipt requested, addressed to Citizens Property Insurance Corporation, P.O. Box 19700, Jacksonville, FL 32245-9700; or

**(b)** Electronic delivery to the e-mail address of aob.noi@citizensfla.com.

The notice of intent to initiate litigation must be served at least 10 business days before filing suit, but may not be served before we have made a coverage determination and pay or deny your claim in accordance with SECTION **I** – CONDITIONS, condition **K.** Loss Payment, paragraph **K.3.c**.

All other provisions of this Policy apply.

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# ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **G.3.** is added to SECTION **I** – CONDITIONS, Condition **G.** Alternative Dispute Resolution in Forms **CIT HO-3**, **CIT HO-4, CIT HO-6** and **CIT HO-8**:

(This is **G.4.** in Forms **CIT HO-4** and **CIT HO-6**)

**3.** Division of Administrative Hearings Proceedings.

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim determinations made by us. We will reimburse DOAH for the costs it incurs for any arbitration proceedings.

For purposes of this Condition **G.3.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you have presented to us.

**a.** If there is a dispute regarding a claim determination after you have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you or we may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH. If the party served with a written demand believes that the dispute is ineligible for resolution before DOAH for some reason, it shall promptly so advise the party that made the written demand.

**b.** Neither party may demand resolution before DOAH for any claim for “sinkhole loss” or any claim that is in the Managed Repair Program under Form **CIT 04 86**.

**c.** If Appraisal, paragraph **G.2.** under Condition **G.** Alternative Dispute Resolution, is elected by you or us, then neither party may demand resolution before DOAH.

**d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **G.1.** in SECTION **I** CONDITIONS, **G.** Alternative Dispute Resolution.

**e.** The party who made the written demand shall initiate the arbitration proceeding by promptly filing and serving a request with DOAH for a hearing, which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us. We shall be served by email to doah.requests@citizensfla.com. You or your counsel shall be served by email, or by certified or registered mail, return receipt requested and obtained, to the last mailing address as provided in the policy or the address listed for the attorney with The Florida Bar, as may be applicable.

The hearing request form may be found at https://www.doah.state.fl.us. No response to the hearing request need be filed. There shall be no motion practice related to the hearing request or its sufficiency nor any request for summary disposition.

**f.** The arbitration shall determine all disputes regarding, arising out of, or relating to, the claim determination, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable. The arbitration’s resolution shall be valid, final, and binding on the parties. The arbitration award shall not itself be subject to appeal but is subject to the provisions of the Revised Florida Arbitration Code. Any arbitration proceedings by Zoom or any other remote technology shall be considered as having been held in Leon County, Florida for purposes of Section 682.19, Florida Statutes.

**g.** Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the administrative law judge (ALJ), including those provisions allowing the imposition of sanctions, other than contempt.

The ALJ may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the ALJ.

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**h.** Within 30 days after receipt of the hearing transcript, unless the time is extended for good cause shown by a detailed written order from the ALJ, the ALJ shall render an arbitration award.

As part of the disposition of the claim, the arbitration award shall specify whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The amount of policy benefits payable, if any, determination shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

The arbitration award shall also take into account that Florida law does not permit any assignment of policy benefits, any award of attorney's fees (unless pursuant to Sections 57.105 or 768.79 Florida Statutes), any award for extracontractual or consequential damages, or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.

**i.** The ALJ may correct any clerical mistakes in an arbitration award and errors therein arising from oversight or omission within 25 days from its issuance on the ALJ's own initiative. Any motion seeking to modify or correct an arbitration award must be filed at DOAH not later than 30 days from issuance of the award. Within 10 days after the service of a timely filed motion, the opposing party or parties may file a response to the motion. The ALJ shall modify or correct an arbitration award if:

**(1)** There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award;

**(2)** It includes an award on a matter not submitted in the arbitration and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

**(3)** It is imperfect as a matter of form, not affecting the merits of the controversy.

Nothing herein alters, amends, or modifies the timeframes set forth in Section 682.14, Florida Statutes for filing a motion before a court to modify or correct an award.

**j.** Any arbitration proceedings are subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.

Any party seeking an award of attorney's fees or other relief pursuant to ss. 57.105 or 768.79 must file a verified motion within 30 days after receipt of the arbitration award. The verified motion shall include a statement of the facts relied on in support of the motion, the statutory basis relied upon, a detailed chronological listing of all time devoted to the dispute for which attorney's fees or other relief is sought, and a detailed list of any taxable costs sought. A party may establish the reasonableness of the fee sought to be awarded based upon an affidavit of an attorney fee expert in lieu of live expert testimony.

Within 15 days after the service of a timely filed motion, the opposing party may file a verified response to the motion, which must include a detailed recitation of all matters that are disputed. The failure to file a timely and specific verified response detailing matters that are disputed shall, absent good cause shown, result in acceptance of the allegations in the fee motion as true. The ALJ will promptly schedule an evidentiary hearing to resolve any matters that remain in dispute after the filing of the verified response. If the ALJ determines that a party is entitled to recover attorney's fees or other relief pursuant to ss. 57.105 or 768.79, the ALJ shall, within 30 days from the evidentiary hearing, issue an amended arbitration award setting forth the statutory basis for the award of fees or other relief as well as the amount owed.

**k.** This condition **(G.3.)** does not apply if the Policy has been assumed by an authorized insurer offering to cover the property described in the Declarations, at approved rates.

All other provisions of this Policy apply


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## SINKHOLE LOSS COVERAGE
## FOR USE WITH FORMS CIT HO-3 AND CIT HO-8

**DEFINITIONS**

The following definitions are added:

**1.** “Rebate”

“Rebate” means a remuneration, payment, gift, discount, or transfer of any item of value to the policyholder by or on behalf of a person performing the repairs as an incentive or inducement to obtain repairs performed by that person.

**2.** "Sinkhole"

"Sinkhole" means a landform created by the subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water.

A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**3.** "Sinkhole activity"

"Sinkhole activity" means settlement or systematic weakening of the earth supporting the “principal building” under SECTION **I** of your Policy only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

**4.** "Sinkhole loss"

"Sinkhole loss" means “structural damage” to the “principal building”, including the foundation caused by "sinkhole activity".

**SECTION I – PROPERTY COVERAGES**

The following is added:

The coverage under this Endorsement is limited to “sinkhole loss” to the “principal building”.

**SECTION I – PERILS INSURED AGAINST**

The following is added to SECTION **I** - PERILS INSURED AGAINST:

**Sinkhole loss.**

**1.** We insure for direct physical loss to the “principal building” under Section **I**, caused by “sinkhole loss” that occurs during the policy period, including the costs incurred to:

**a.** Stabilize the “principal building’s” land and “principal building”; and

**b.** Repair the foundation of the “principal building”;

in accordance with the recommendations of our professional engineer who verifies the presence of a “sinkhole loss” in compliance with Florida sinkhole testing standards and with notice to you.

The professional engineer or professional geologist must be selected or approved by us.

**2.** This peril does not apply to personal property and additional living expenses coverage, unless there is “structural damage” to the “principal building” caused by “sinkhole activity”.

**3.** This peril does not increase the limit of liability applying to the covered property.

**4.** This peril does not apply to structures or other property covered under Coverage **B** – Other Structures.

**5.** We do not insure land or the replacement, rebuilding, restoration, or value of land, except as provided under **1.a.** above and in accordance with the recommendations of our professional engineer.

**6.** If the loss or damage is caused by both “catastrophic ground cover collapse” and “sinkhole loss”, only one limit of insurance will apply to such loss or damage.


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The SECTION **I** – EXCLUSIONS, exclusion **A.2.** Earth Movement and Settlement does not preclude coverage for "sinkhole loss" if there is a direct physical loss to the "principal building" caused by "sinkhole loss".

(This is SECTION **I** – EXCLUSIONS, exclusion **2.** in **CIT HO-8**)

If a loss is caused in part by "sinkhole loss" and in part by Earth Movement and Settlement, our liability is limited to the amount of the covered loss caused by "sinkhole loss", subject to any applicable deductible provisions.

The SECTION **I** – EXCLUSIONS, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply with respect to coverage provided by this Endorsement.

(This is SECTION **I** – EXCLUSIONS, exclusion **9.** in **CIT HO-8**)

**SECTION I – EXCLUSIONS**

The following is added to the Existing Damage Exclusion **A.11.**

(This is SECTION **I** – EXCLUSIONS, exclusion **11.** in **CIT HO-8**)

Existing Damage, also known as pre-existing damage, means:

Visible physical damage or "structural damage" to covered property under SECTION **I** of your Policy or to the "principal building" including the foundation caused by "sinkhole", "sinkhole loss" or "sinkhole activity" occurring prior to the inception of this Policy, regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date.

**SECTION I – CONDITIONS**

**Sinkhole Loss Deductible**

A sinkhole loss deductible applies to covered property, when loss is caused by the peril of "sinkhole loss".

The amount of your sinkhole loss deductible is shown in your Declarations.

Subject to the policy limits that apply, we will pay only that part of the total of all "sinkhole loss" that exceeds the sinkhole loss deductible.

A minimum deductible of $500 applies.

No other deductible applies to "sinkhole loss".

**Claim, Supplemental Claim, Or Reopened Claim**

With respect to sinkhole coverage provided by this Endorsement, the following is added to SECTION **I** - Condition **V.** Claim, Supplemental Claim, Or Reopened Claim:

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

**Loss Settlement**

The following provision is added to SECTION **I** – Condition **C.** Loss Settlement as follows:

(This is SECTION **I** – CONDITIONS, Condition **D.** in **CIT HO-8**)

Upon receipt of a claim for a sinkhole loss to a "principal building" under SECTION **I** - Property Coverages, we will inspect your property to determine if there is "structural damage" that may be a result of "sinkhole activity".

**a.** In the event of "sinkhole loss":

**(1)** We will pay for "sinkhole loss" to the "principal building", subject to **a.(2)** through **a.(7)**, **b.**, **c.**, **d.** and **e.** below, up to the applicable SECTION I - Property Coverage Limit of Liability shown in your Declarations.

**(2)** We may limit our total claims payment to the actual cash value of the "sinkhole loss", which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the "principal building", until you enter into a contract for the performance of building stabilization or foundation repairs.

**(3)** Once you enter into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and as the expenses are incurred.

In Form **CIT HO-8** with **CIT 04 81**, any amount(s) we pay will be made pursuant to the provisions of Loss Settlement, paragraph **D.2.** in **CIT 04 81**.

In Form **CIT HO-8** with **CIT 04 81**, any amount(s) we pay will not include the increased costs of repair or replacement attributable to an ordinance or law.


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**(4)** We may at our option, with written approval of any lienholder, make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs.

**(5)** In order to prevent additional damage to the "principal building", you must enter into a contract for the performance of building stabilization and foundation repairs in accordance with the recommendations of our professional engineer within 90 days after we confirm coverage for "sinkhole loss" and notify you of such coverage.

This time period tolls if either party invokes the neutral evaluation process, and begins again 10 days after the conclusion of the neutral evaluation process.

**(6)** The stabilization and all other repairs to the "principal building" and personal property must be completed within 12 months after entering into the contract for repairs; unless

**(a)** There is mutual agreement between you and us;

**(b)** The claim is involved with the neutral evaluation process;

**(c)** The claim is in litigation; or

**(d)** The claim is under appraisal or mediation.

**(7)** Repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

**(a)** Complete the professional engineer's recommended repairs; or

**(b)** Pay the policy limits without a reduction for the repair expenses incurred.

**b.** After we inspect your property, we may deny your claim with or without testing provided under Section 627.7072, Florida Statutes.

**(1)** You may demand testing, which must be communicated to us in writing, within 60 days after your receipt of our denial of your claim.

**(2)** You shall pay 50% of the actual costs of the analyses and services or $2,500 whichever is less.

**(3)** We shall reimburse you for costs in **(2)** above if our engineer or our geologist provides written certification that there is "sinkhole loss".

**c.** If you have submitted a sinkhole claim without good faith grounds for submitting such claim and such claim is not withdrawn prior to our ordering at your request, sinkhole analysis and services to investigate your claim, you are required after we obtain written certification that there is no "Sinkhole activity", to reimburse us for 50% of the actual costs, up to $2,500, of the sinkhole analyses and services provided by a professional engineer or professional geologist to conduct testing to determine the cause of loss; pursuant to Sections 627.7072 and 627.7073, Florida Statutes.

**d.** As a precondition to accepting payment for a "sinkhole loss", you must file with the county clerk of court a copy of any sinkhole report which was prepared on your behalf or at your request.

You will bear the costs of filing and recording the sinkhole report.

**e.** You may not accept a "rebate" from any person performing sinkhole repairs, pursuant to Section 627.707, Florida Statutes.

If you receive a "rebate", coverage is void and you must refund the amount of the "rebate" to us.

**Neutral Evaluation** – If there is coverage under the Policy and the sinkhole claim was submitted within 2 years after you knew or reasonably should have known about the sinkhole loss, following the receipt of a sinkhole report as provided under Section 627.7073, Florida Statutes, or the denial of a claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, Condition **G.1.** Mediation under SECTION **I** - Condition **G.** Alternative Dispute Resolution is deleted and replaced by the following:

**1. Neutral Evaluation**

With respect to resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, a neutral evaluation program is available to either party if a sinkhole report has been issued pursuant to Section 627.7073, Florida Statutes.


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**a.** Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).

**b.** For alleged sinkhole loss to property, this program applies instead of the Mediation condition set forth elsewhere in this Policy.

**c.** You or we may file a request with the Department for neutral evaluation; the other party must comply with such request.

**d.** We will pay the reasonable costs associated with the neutral evaluation regardless of which party makes the request.

However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party shall bear such costs.

**e.** The neutral evaluator will be selected from a list maintained by the Department.

The neutral evaluator must be allowed reasonable access to the interior and exterior of the "principal building" to be evaluated or for which a claim has been made.

**f.** Any reports initiated by you, or an agent of yours, confirming a "sinkhole loss" or disputing another sinkhole report regarding insured structures must be provided to the neutral evaluator before the evaluator's physical inspection of the insured property.

**g.** The recommendation of the neutral evaluator will not be binding on you or us.

**h.** Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Suit Against Us Condition **I.1.** in this Endorsement.

With respect to coverage provided by this Endorsement, SECTION **I** - Condition - Suit Against Us, **I.** under Suit by an "insured, is deleted and replaced with the following:

**I. Suit Against Us**

No action can be brought against us; unless:

**1.** Notice of the loss has been given to us;

**2.** There has been full compliance with all of the terms of this Policy;

**3.** Any report, investigation or findings regarding a sinkhole loss on property insured under this Policy, obtained by you or by another party on your behalf, are provided to us at least 60 days prior to filing any suit related to "sinkhole activity";

**4.** If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and

**5.** The action is started within 5 years after the date of the loss.

Except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years after the date of loss, whichever is later.

All other provisions of this Policy apply.


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# CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA

**A. Loss By Windstorm During A Hurricane**

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

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

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

**B. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us or an "assumption insurer":

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to Covered Property caused by one or more "hurricane occurrences" during each calendar year.

The dollar amount of the calendar year hurricane deductible is shown in your Declarations.

A minimum deductible of $500 applies.

**C. Application of Calendar Year Hurricane Deductible**

1. In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the calendar year hurricane deductible stated in your Declarations.
2. With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year, we will pay only that part of the total of all loss payable under Section **I** - Property Coverages that exceeds the greater of:
   - **a.** The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of the loss; or
   - **b.** The deductible shown in your Declarations that applies to all other perils that is in effect at the time of the loss.
3. The remaining dollar amount of the calendar year hurricane deductible is determined by:
   - **a.** Subtracting the actual deductible(s) applied to all previous windstorm losses caused by "hurricane occurrences" during the calendar year;
   - **b.** From the calendar year hurricane deductible that is in effect at the time of the loss.
4. With respect to any one loss caused by a "hurricane occurrence", if:
   - **a.** Covered property is insured under more than one policy:
     - **(1)** Issued by us; or
     - **(2)** Issued by an "assumption insurer" during your Citizens Policy calendar year period; and


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**b.** At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies used to determine the total of all loss payable under Section I - Property Coverages shall be the highest amount stated in any one of the policies that is in effect at the time of the loss.

**5.** When:

**a.** A renewal policy is issued by us or an "assumption insurer"; or

**b.** We or an "assumption insurer" issue a policy that replaces one issued by us; and

**c.** The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

**(1)** If the renewal or replacement policy:

**(a)** Provides a lower hurricane deductible than the prior policy; and

**(b)** You incurred loss from a hurricane in a "hurricane occurrence" under a prior policy in that same calendar year;

The lower hurricane deductible will not take effect until January 1st of the following calendar year.

**(2)** If the renewal or replacement policy:

**(a)** Provides a lower hurricane deductible than the prior policy; and

**(b)** You have not incurred a hurricane loss in a "hurricane occurrence" in that same calendar year;

The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

**(3)** If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

**(a)** Will take effect on the effective date of the renewal or replacement policy; and

**(b)** Shall be used to calculate the remaining dollar amount of the hurricane deductible.

**6.** An "assumption insurer" means an insurer who assumes contractual liability of your Citizens Policy under an assumption agreement or take out plan pursuant to Florida Statutes §627.351(6) and §627.3511.

All other provisions of this Policy apply.


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

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

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

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

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

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

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


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# Exhibit "D"

Ex. D-2

**Citizens Property Insurance Corporation**
2101 Maryland Circle
Tallahassee, FL 32303

# Certified Policy Request

**Date:** 10/7/2025

**Requestor's Name:** Diana Cobiellas **Contact Number:** 305-956-3666

**Requestor's Employer:** People's Insurance Claim Center **Email Address:** dcobiellas@piccfla.com

| Insured's Name: Osmany Cruz De La Fe | | Date of Loss: 2/24/2025 |
|---|---|---|
| Policy Number: 07915658 | Policy Term: 2024-2025 | Claim Number: 001-00-607222 |

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

☑ Certified Copy of the Policy in Force on the Date of Loss (includes the policy form, the dec page and policy endorsements in force on the date of loss).

☐ Renewal Packet sent to the policyholder for the most recent renewal prior to the date of loss (in addition to the renewal offer, this includes the "Notice of Change in Policy Terms", policy documents, and other policy-related information).

☐ Certified Copy of Other Policy (or Policies) and Renewal Packet(s) for terms unrelated to the Date of Loss:

- For each policy being requested, list the year the policy was in force: _____
- For each renewal packet being requested, please specify the year of each policy for which a renewal packet is being requested. _____

☐ Underwriting information, including the completed application, inspection reports, and agent communications regarding the risk.

☐ Policy notes relating to the Policy in Force on the Date of Loss.*

*Please allow two to three weeks for a reply to a request that includes policy notes.

**For other information, please send a public records request to Citizens' Records Custodian at the mailing address, email address, or fax number provided on this form.**

Where should the documents be sent; please select one. ☑ *E-mail* ☐ *US Mail*

Email Address: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

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

**Requirements**

**Insured** – Complete and return the form
**Public Adjusters** - Complete and return the form with a copy of the letter of representation with your request.
**Attorneys** - Complete and return the form. Please include a copy of the letter of representation with your request.
**Agents** – In order to receive a copy of the policy, you must be the agent of record for the policy term you are requesting. Complete and return the form.

Please return this document to
CertifiedPolicyRequests@Citizensfla.com

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

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

# AFFIDAVIT OF CUSTODIAN OF RECORDS

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

1. I, **Taleah Robinson**, am the Records Assistant for Citizens Property Insurance

2. Corporation (Citizens) and in such capacity I have the authority to certify the attached records.

3. Attached hereto is a copy of Citizens' Policy No. **07915658** of Policyholder **Osmany Cruz De La Fe.**

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

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

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

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

October 8, 2025
Date

**Taleah Robinson**
Records Assistant
Citizens Property Insurance Corporation

Carlos Beruff, Chairman, Manatee County ● Josh Becksmith, St. Johns County ● Jason Butts, Pinellas County
LeAnna Cumber, Duval County ● Erin Knight, Miami-Dade County ● Charlie Lydecker, Volusia County
Jamie Shelton, Duval County ● Robert A. Spottswood, Monroe County ● Frank White, Escambia County
Tim Cerio, President/CEO and Executive Director

**CITIZENS PROPERTY INSURANCE CORPORATION**
301 W BAY STREET, SUITE 1300
**JACKSONVILLE FL 32202-5142**

CITIZENS
PROPERTY INSURANCE CORPORATION

## Homeowners HO-3 Special Form Policy - Declarations

**POLICY NUMBER:** 07915658 - 3 **POLICY PERIOD:** **FROM** 09/12/2024 **TO** 09/12/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** AMENDED DECLARATIONS **Effective:** 09/12/2024

| **Named Insured and Mailing Address:** | **Location Of Residence Premises:** | **Agent:** **FI. Agent Lic. #:** W526774 |
|---|---|---|
| **First Named Insured:**<br>Osmany Cruz De La Fe<br>14602 SW 50TH TER<br>MIAMI, FL 33175-5014<br>Phone Number: 201-686-3489 | 14602 SW 50TH TER<br>MIAMI FL 33175-5014<br>**County:**MIAMI-DADE | DON INSURANCE GROUP, LLC.<br>JORGE DON<br>2595 SW 87TH AVE<br>MIAMI, FL 33165<br>Phone Number: 305-477-3035<br>**Citizens Agency ID#:** 32872 |

**Primary Email Address:**
osmanycruz2004@yahoo.es

**Additional Named Insured:** Please refer to “ADDITIONAL NAMED INSURED(S)” section for details

Coverage is only provided where a premium and a limit of liability is shown

**All Other Perils Deductible: $2,500**

**Hurricane Deductible: $4,758 (2%)**

| | LIMIT OF LIABILITY | ANNUAL PREMIUM |
|---|---|---|
| **SECTION I - PROPERTY COVERAGES** | | $4,366 |
| A. Dwelling : | $237,900 | |
| B. Other Structures: | $4,760 | |
| C. Personal Property: | $59,480 | |
| D. Loss of Use: | $23,790 | |
| **SECTION II - LIABILITY COVERAGES** | | |
| E. Personal Liability: | $100,000 | $11 |
| F. Medical Payments: | $2,000 | INCLUDED |
| **OTHER COVERAGES** | | |
| Ordinance or Law Limit (25% of Cov A) | (See Policy) | Included |

| | |
|---|---|
| **SUBTOTAL:** | **$4,377** |
| **Florida Hurricane Catastrophe Fund Build-Up Premium:** | $91 |
| **Premium Adjustment Due To Allowable Rate Change:** | ($59) |

**MANDATORY ADDITIONAL CHARGES**:

| | |
|---|---|
| 2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment | $44 |
| Emergency Management Preparedness and Assistance Trust Fund (EMPA) | $2 |
| Tax-Exempt Surcharge | $77 |

**TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:** **$4,532**

The portion of your premium for:

Hurricane Coverage is $3,094 Non-Hurricane Coverage is $1,315

**Authorized By:** JORGE DON **Processed Date:** 02/21/2025

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## Homeowners HO-3 Special Form Policy - Declarations

**Policy Number:** 07915658 - 3
**First Named Insured:** Osmany Cruz De La Fe

**POLICY PERIOD: FROM** 09/12/2024 **TO** 09/12/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

### Forms and Endorsements applicable to this policy:

CIT HO 03 15 10 23, CIT HO 01 09 03 24, CIT 04 86 02 23, CIT 04 85 02 23, CIT 27 12 23, IL P 001 01 04, CIT 24 12 23, CIT 23 70 12 23, CIT 04 96 02 23, CIT HO-3 06 23

| Rating/Underwriting Information | | | |
|---|---|---|---|
| **Year Built:** | 1989 | **Protective Device - Burglar Alarm:** | No |
| **Town / Row House:** | No | **Protective Device - Fire Alarm:** | No |
| **Construction Type:** | Masonry | **Protective Device - Sprinkler:** | None |
| **BCEGS:** | Ungraded | **No Prior Insurance Surcharge:** | No |
| **Territory / Coastal Territory:** | 034 / 00 | **Terrain:** | C |
| **Wind / Hail Exclusion:** | No | **Roof Cover:** | Non-FBC Equivalent |
| **Municipal Code - Police:** | 999 | **Roof Cover - FBC Wind Speed:** | N/A |
| **Municipal Code - Fire:** | 999 | **Roof Cover - FBC Wind Design:** | N/A |
| **Occupancy:** | Owner Occupied | **Roof Deck Attachment:** | Level C |
| **Use:** | Primary | **Roof-Wall Connection:** | Single Wraps |
| **Months Unoccupied:** | None | **Secondary Water Resistance:** | Unknown |
| **Non-Primary Residence Rate Applied:** | No | **Roof Shape:** | Gable |
| **Number of Families:** | 1 | **Opening Protection:** | Class A |
| **Protection Class:** | 2 | **Roof Update Year:** | 1993 |
| **Distance to Hydrant (ft.):** | 5 | **Roof Material:** | Tile - Concrete |
| **Distance to Fire Station (mi.):** | 1 | **Unsound/Insurer in Receivership Rate:** | No |

A premium adjustment of ($2,015) is included to reflect the building's wind loss mitigation features or construction techniques that exists.

A premium adjustment of $0 is included to reflect the building code effectiveness grade for your area. Adjustments range from a 2% surcharge to a 13% credit.

The Total Charge For This Endorsement is $0

**ADDITIONAL NAMED INSURED(S)**

| Name | Address |
|---|---|
| Lianne Robaina | 14602 SW 50TH TER MIAMI, FL 33175-5014 |

**ADDITIONAL INTEREST(S)**

| # | Interest Type | Name and Address | Loan Number |
|---|---|---|---|
| 1 | 1st Mortgagee | NEWREZ MORTGAGE LLC ISAOA ATIMA<br>PO BOX 7050 TROY, MI 48007-7050 | 0680160645 |

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**Homeowners HO-3 Special Form Policy - Declarations**

**Policy Number:** 07915658 - 3
**First Named Insured:** Osmany Cruz De La Fe

**POLICY PERIOD: FROM** 09/12/2024 **TO** 09/12/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**WARNING: PREMIUM PRESENTED COULD INCREASE IF CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR CATASTROPHE.**

## FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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

**EXCEPT AS OTHERWISE PROVIDED, FLORIDA LAW REQUIRES SECURING AND MAINTAINING FLOOD INSURANCE AS A CONDITION OF COVERAGE WITH CITIZENS. FLOOD INSURANCE MUST BE MAINTAINED THROUGHOUT THE POLICY PERIOD AND EVERY RENEWAL THEREAFTER. CITIZENS MAY DENY COVERAGE OF A PERSONAL LINES RESIDENTIAL RISK TO AN APPLICANT OR INSURED WHO REFUSES TO SECURE AND MAINTAIN FLOOD INSURANCE.**

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**Homeowners HO-3 Special Form Policy - Declarations**

**Policy Number:** 07915658 - 3
**First Named Insured:** Osmany Cruz De La Fe

**POLICY PERIOD: FROM** 09/12/2024 **TO** 09/12/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**If this Policy is located within the Special Flood Hazard area defined by the Federal Emergency Management Agency (FEMA), flood coverage must be in place.**

**If the property insured by Citizens under this policy is located outside of the Special Flood Hazard area, flood coverage must be in place effective on or after:**

**a. January 1, 2024, for a structure that has a dwelling replacement cost of $600,000 or more.**
**b. January 1, 2025, for a structure that has a dwelling replacement cost of $500,000 or more.**
**c. January 1, 2026, for a structure that has a dwelling replacement cost of $400,000 or more.**
**d. January 1, 2027, for all property insured by Citizens.**

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

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

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**CITIZENS PROPERTY INSURANCE CORPORATION**
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PROPERTY INSURANCE CORPORATION

**Homeowners HO-3 Special Form Policy - Declarations**

**Policy Number:** 07915658 - 3

**First Named Insured:** Osmany Cruz De La Fe

**POLICY PERIOD: FROM** 09/12/2024 **TO** 09/12/2025
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

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

## TO REPORT A LOSS OR CLAIM CALL 866.411.2742

IN CASE OF LOSS TO COVERED PROPERTY, YOU MUST TAKE REASONABLE EMERGENCY MEASURES SOLELY TO PROTECT THE PROPERTY FROM FURTHER DAMAGE IN ACCORDANCE WITH THE POLICY PROVISIONS.

PROMPT NOTICE OF THE LOSS MUST BE GIVEN TO US OR YOUR INSURANCE AGENT. EXCEPT FOR REASONABLE EMERGENCY MEASURES, THERE IS NO COVERAGE FOR REPAIRS THAT BEGIN BEFORE THE EARLIER OF: (A) 72 HOURS AFTER WE ARE NOTIFIED OF THE LOSS, (B) THE TIME OF LOSS INSPECTION BY US, OR (C) THE TIME OF OTHER APPROVAL BY US.

THIS POLICY CONTAINS LIMITS ON CERTAIN COVERED LOSSES, ALL SUBJECT TO THE TERMS AND CONDITIONS OF YOUR POLICY. THESE LIMITS MAY INCLUDE A $10,000 LIMIT ON COVERAGE FOR COVERED LOSSES CAUSED BY ACCIDENTAL DISCHARGE OR OVERFLOW OF WATER OR STEAM FROM SPECIFIED HOUSEHOLD SYSTEMS, SEEPAGE OR LEAKAGE OF WATER OR STEAM, CONDENSATION, MOISTURE OR VAPOR, AS DESCRIBED AND INSURED IN YOUR POLICY (HEREAFTER COLLECTIVELY REFERRED TO AS ACCIDENTAL DISCHARGE OF WATER IN THIS PARAGRAPH). AS ANOTHER EXAMPLE,THERE IS ALSO LIMIT OF $3,000 APPLICABLE TO REASONABLE EMERGENCY MEASURES TAKEN TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER. THE AMOUNT WE PAY FOR THE NECESSARY REASONABLE EMERGENCY MEASURES YOU TAKE SOLELY TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE BY ACCIDENTAL DISCHARGE OF WATER WILL BE DEDUCTED FROM THE $10,000 LIMIT ON COVERAGE FOR ACCIDENTAL DISCHARGE OF WATER.

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

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.**

**HOMEOWNERS**
**CIT 04 85 02 23**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## EMERGENCY WATER REMOVAL SERVICES

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, with your consent a "Contractor(s)" that is participating in the Program will contact you. The "Contractor" will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION **I** –CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Citizens claim representative at the telephone number provided to you, or call our toll free Call Center at 866.411.2742 and a representative will be available to discuss your concerns.

---

**CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, a participating "Contractor" will be in contact with you to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

   When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.
3. SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
4. Your deductible does not apply to the services provided under this "Endorsement".
5. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the $3,000 limit under SECTION **I** - PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures and will not be deducted from the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.**, in **CIT HO-3**.


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All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the $3,000 limit under Section **I** – PROPERTY COVERAGES **E.1.** Reasonable Emergency Measures which will be deducted from the $10,000 limit on coverage provided in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures.

**6.** This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.

**7.** We will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment of this "Endorsement" for services the "Contractor" provides under this "Endorsement".

**8.** Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

**9.** In consenting to participate in the services provided under this "Endorsement", you acknowledge that Citizens is not a party to the contract between you and the Program "Contractor".

**DEFINITIONS**

The following definition is added:

The term "Endorsement" shall mean "form **CIT 04 85**" and shall mean "form **CIT 04 85**" in the paragraph(s) added or replaced in **CIT HO-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to provide the services under this "Endorsement".

**SECTION I – CONDITIONS**

Condition **B. Duties After Loss**

The following paragraphs are added to Condition **B.** Duties After Loss in **CIT HO-3**:

Your duties under Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:

**1.** Prevent the "Contractor" from providing or completing the services, or

**2.** Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement**"** are not a loss inspection. All conditions stipulated in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss, paragraph **B.1.** in **CIT HO-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition **K. Loss Payment**

Regarding the services performed under this "Endorsement", Condition **K.** Loss Payment paragraphs **1.**, **2.** and **3.** are deleted in **CIT HO-3** and replaced with paragraph **1.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly.


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**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added under SECTION **I** AND **II** – CONDITIONS to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires agreement to a mutual schedule with you, and your permission for the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

**TERMINATION OF CONSENT**

**1.** Your consent to participate in this "Endorsement" is terminated if you or your representative:

**a.** Notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the emergency water removal services under this "Endorsement".

**b.** Fail to sign or execute any contract(s) or authorization(s) provided by the "Contractor" for emergency water removal services.

Upon termination of your consent, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

**a.** All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION **I** - CONDITIONS, Condition **K.** Loss Payment in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".

**b.** The deductible described under SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

**POLICY PROVISIONS**

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.


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**HOMEOWNERS**
**CIT 04 86 02 23**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

## MANAGED REPAIR CONTRACTOR NETWORK PROGRAM

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, a "Contractor" that is participating in the Program will contact you. We or the "Contractor(s)" will provide a scope of repairs for covered damages to your dwelling and other structures, covered under Coverage **A** or **B**, for damage or loss from a covered peril described in your Policy. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us. As a Program participant, you will directly contract with the "Contractor" to make the repairs of covered damages provided in the scope you received.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Citizens' claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.411.2742 and a representative will be available to discuss your concerns.

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### CONSENT

You must provide written consent to participate in this Program.

Your written consent to participate in this Program can only be provided to us by completing and returning to us, on or after reporting a claim of loss or damage, the Program Consent Form provided to you by Citizens.

The provisions of this "Endorsement" are only for that reported claim of loss or damage. The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another written consent in a Program Consent Form provided by Citizens.

### PROGRAM PARTICIPATION

**1.** Your participation in the Program as described in this Endorsement and your Policy is contingent upon the property, prior to or at the time of the loss, being in a condition that does not impair or prevent the Program "Contractor's" ability to repair the covered loss.

**2.** Your participation in the Program is terminated if we or the Program "Contractor" determine:

- **a.** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
- **b.** The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.

**3.** If the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** is applicable to the covered loss, the $10,000 limit on coverage does not apply while you are participating in the Program.

However, if your participation in the Program is terminated under **1.** or **2.** above or terminated as described elsewhere in this "Endorsement" and the $10,000 limit on coverage is applicable to the covered loss, the $10,000 limit on coverage applies.

**4.** You are not eligible to participate in the Program if:

- **a.** You incur any costs for repairs or you start any repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, prior to our receipt of your written consent to participate in the Program and the execution of the contract between you and the "Contractor"; or
- **b.** You request participation in the Program after you have incurred any costs for repairs or you have started any repairs, replacement or rebuilding of property described under Coverage **A** or **B**.

In this event, the most we will pay is the applicable limit of liability or if applicable the $10,000 limit on coverage, as described and provided in your Policy.


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**AGREEMENT**

The following, subject to the PROGRAM PARTICIPATION provisions of this "Endorsement", are added:

**1.** In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**a.** We or the "Contractor" will provide you a scope of repairs for covered damages.

**b.** As necessary, we will provide you a revised scope(s) of repairs for covered damages describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original scope of repairs for covered damages.

Together, these scopes under **a.** and **b.** above are your scope of repairs for covered damages to property covered under Coverage **A** or Coverage **B**.

**2.** To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us and directly enter into a contract with the Program's "Contractor" to repair, replace or rebuild the damaged property included in the scope of repairs for covered damages.

**a.** The contract between you and the "Contractor" will be for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the scope of repairs for covered damages. We are not a party to the contract between you and the "Contractor" and the "Contractor" is not an agent of Citizens.

**b.** Payment for the repairs, replacement or rebuilding of the damaged property in the contract described in paragraph **2.a.** above will be paid directly to the "Contractor" as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus any applicable deductible.

**3.** Until you provide written consent to participate in the Program and execute the contract with the "Contractor", the $10,000 limit on coverage under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** - Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **CIT HO-3** will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**a.** Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss will be deducted from the $10,000 limit on coverage.

**b.** The $10,000 limit on coverage applies if:

**(1)** You do not provide written consent to participate in the Program;

**(2)** Your participation in the Program has been terminated by you or us; or

**(3)** You make a subsequent request to participate in the Program for the same loss and your request is not accepted by us.

**4.** Any payment made by us to you for a loss, minus any payment made by us to you under SECTION **I** - PROPERTY COVERAGES **E.** Reasonable Emergency Measures for that loss, must be returned to us if for the same loss if:

**a.** The Program is re-offered to you and you consent to participate in the Program; or

**b.** A subsequent request by you to participate in the Program is accepted by us.

**5.** If a contract has been executed between you and the "Contractor" as described in the "Endorsement", you will be responsible for payment to the "Contractor" of the deductible described in SECTION **I** – CONDITIONS, Condition **S.** Deductible in **CIT HO-3**.

**6.** We will pay the "Contractor" directly as described in SECTION **I** – CONDITIONS, Condition **K.** Loss Payment of this "Endorsement", minus the deductible you are responsible for in **5.** above, for the amount, if any, owed the "Contractor" for their performance of repairs, replacement or rebuilding of covered property covered under Coverages **A** or **B** indicated in the scope of repairs for covered damages.

**7.** In no event will you be responsible for paying more than one deductible in any one loss.


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8. If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(6)** in **CIT HO-3** under Section **I** – Perils Insured Against, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures, the applicable limit of liability shown in your Declarations will apply instead.
9. This "Endorsement" does not:
   **a.** Increase the limit of liability that applies to the covered property;
   **b.** Alter or change, under SECTION **I** - PROPERTY COVERAGES, any Additional Coverage in **F.** Additional Coverages, or alter or change any Other Coverage in **G.** Other Coverages, and each Additional Coverage or Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **CIT HO-3**; or
   **c.** Alter or change the deductible provision in your Policy.
10. Your duties under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3** apply, whether under this "Endorsement" you or your representative:
   **a.** Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
   **b.** Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**; or
   **c.** Have another party perform or contract to perform a duty on your behalf.
11. Any dispute between you and us, regarding the scope of repairs for covered damages of property covered under Coverage **A** or **B** is subject to SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal as described in this "Endorsement".

    The Appraisal may be requested by you or by us.
12. Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

**TERMINATION OF CONSENT**

1. If you have provided written consent in a Program Consent Form to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the scope of repairs for covered damages we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
3. If you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
4. If you fail to execute the contract provided by the "Contractor" within ten business days from the date the contract is delivered to you, this constitutes termination of your consent to the Program provided under this "Endorsement".
5. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply, including but not limited to:
   **a.** All duties required under SECTION **I** – CONDITIONS, Condition **B.** Duties After Loss in **CIT HO-3**.
   **b.** Our option to repair, rebuild or replace property as described under SECTION **I** – CONDITIONS, Condition **J.** Our Option in **CIT HO-3**.
6. When participation in the Program is terminated, the Program "Contractor" will stop repairs, replacement and rebuilding of the property.

   In this event, if the loss is subject to the $10,000 limit on coverage described in paragraphs **A.3.** and **A.6.** in **CIT HO-3** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** –


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Other Structures, the $10,000 limit on coverage applies to the loss.

**DEFINITIONS**

The following definition is added:

"Endorsement"

The term "Endorsement" means "form **CIT 04 86**" and means "form **CIT 04 86**" in the paragraph(s) in this "Endorsement" that are added or replaced in **CIT HO-3**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor"

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Citizens to inspect and document your loss, prepare a scope(s) for repair of covered damages covered under Coverage **A** or **B** and to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B**, under this "Endorsement".

**SECTION I – PROPERTY COVERAGES**

The following is added to Coverage **D** - Loss Of Use in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Under **1.** Additional Living Expense or **2.** Fair Rental Value:

**a.** We will not pay for any time period where you, any other "insured" seeking coverage or a representative of either, act in a manner to unreasonably obstruct or unreasonably delay the "Contractor" from repairing, replacing or rebuilding the property that is subject to the scope of repairs for covered damages under this "Endorsement"; or

**b.** We will not pay for any time period caused by:

**(1)** The performance by the "Contractor" of additional repairs, replacement or rebuilding of property requested by you, any other "insured" seeking coverage or a representative of either, that are not included in the scope of repairs for covered damages provided under this "Endorsement"; or

**(2)** To correct loss or damages existing prior to or at the time of loss.

In no event will we make duplicate payments under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use under SECTION **I** – PROPERTY COVERAGES, **D.** Coverage **D** – Loss Of Use, for the same loss or damage or for the same loss occurrence.

**SECTION I – CONDITIONS**

Condition **C. Loss Settlement**

The following paragraphs are added to Condition **C.** Loss Settlement in **CIT HO-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition **C.** Loss Settlement paragraph **C.2.d.** in **CIT HO-3** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition **G.2. Appraisal**

For disputes arising under the application of this "Endorsement" Condition **G.2.** Appraisal is deleted in **CIT HO-3** and is replaced by the following regarding the scope of repairs for covered damages that describes the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

**2.** Appraisal.

For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to the scope of repairs for covered damages, and only applies to the resolution of disputes regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement".


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**a.** If you and we fail to agree on the scope of repairs for covered damages, either party may demand appraisal.

**b.** If you or we demand appraisal, the demand must be in writing and shall include a detailed scope of repairs for covered damages which identifies each item of damaged property, describes the extent of the damage and indicates whether each item should be repaired, rebuilt or replaced.

**c.** Each party will choose a competent appraiser within 20 days after receiving a written demand for appraisal from the other.

**d.** If the appraisers submit a written report of an agreement to us, the scope of repairs for covered damages agreed upon will be the scope of repairs for covered damages for purposes of this "Endorsement".

**e.** If they fail to agree on a scope of repairs for covered damages within 30 days, unless the period of time is extended by mutual agreement between you and us, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request in writing that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**f.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the scope of repairs for covered damages for purposes of this "Endorsement".

**g.** The appraisal award will be in writing and shall include the following:

**(1)** A detailed list, which includes the description and the grade of material for the repairs, replacement or rebuilding of each specific item included in the award from the appraisal findings; and

**(2)** A statement of "This award is made subject to the terms and conditions of the policy."

**h.** Each party will:

**(1)** Pay its own appraiser, including their fees and expenses associated with their appraisal services; and

**(2)** Pay reasonable fees and reasonable expenses of the appraisal and umpire equally.

**i.** Satisfaction of the award or any part of the award will be made in accordance with Condition **K.** Loss Payment described in this "Endorsement".

**j.** For resolution of disputes unrelated to this "Endorsement", SECTION **I** – CONDITIONS, Condition **G.2.** Appraisal in **CIT HO-3** is available in accordance with its provisions.

Condition **K. Loss Payment**

Regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** performed under this "Endorsement", Condition **K.** Loss Payment, paragraphs **1.**, **2.**, and **3.** are deleted in **CIT HO-3** and replaced by paragraphs **1.**, **2.** and **3.** in **K.** below:

**K. Loss Payment**

**1.** We will pay the "Contractor" directly for the covered repairs described in the scope of repairs for covered damages.

**2.** We will include you on the check in **1.** above.

**3.** In no event will we make duplicate payments for the same element of loss.

**SECTION I AND II – CONDITIONS**

Condition **I. Notification Regarding Access**

The following is added to Condition **I.** Notification Regarding Access in **CIT HO-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Citizens, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting and documenting your loss, preparing a scope(s) of repairs for covered damages and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.


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THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

# NO SECTION II – LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS
# LIMITED SECTION I – PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS

**A.** "Business", as defined in the Policy, means:

**1.** A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis;

**2.** "Home-sharing host activities"; or

**3.** Any other activity engaged in for money or other compensation, except the following:

**a.** One or more activities:

**(1)** Not described in **b.** through **d.** below; and

**(2)** For which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**d.** The rendering of home day care services to a relative of an "insured".

**B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

**C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

**1.** That an "insured" engages in for money or other compensation; and

**2.** From which an "insured" receives more than $2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

**D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

**1.** Described in **A.2.** above, and

**2.** Engaged in for money by a single "insured";

may be considered a "business" if the $2,000 threshold is exceeded.

**E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this Policy:

**1.** Does not provide:

**a.** Section **II** coverages. This is because a "business" of an "insured" is excluded under **F.2.** of Section **II** – Exclusions;

**b.** Coverage, under Section **I**, for other structures from which any "business" is conducted; and

**2.** Limits Section **I** coverage, under Coverage **C** – **3.** Special Limits of Liability, for "business" property:

**a.** On the "residence premises" for the home day care "business" to $2,500. This is because Category **h.** (**e.** in Form **CIT HO-8**) imposes that limit on "business" property on the "residence premises";


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**b.** Away from the "residence premises" for the home day care "business" to $250. This is because Category **i.** (**f.** in Form **CIT HO-8**) imposes that limit on "business" property away from the "residence premises". Category **i.** (**f.** in Form **CIT HO-8**) does not apply to property described in Categories **j.** and **k. (g.** and **h.** respectively in Form **CIT HO-8**).

Business definition paragraph **A.2.** above, regarding "Home-sharing host activities", does not apply when Policy forms **CIT MHO-3** or **CIT MHO-4** are shown in your Declarations.

All other provisions of this Policy apply.


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**HOMEOWNERS**
**CIT 23 70 12 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

The following is added to **SECTION I – EXCLUSIONS** (This is SECTION **I** – EXCLUSIONS **A.** in **CIT HO-3**)

**WINDSTORM EXTERIOR PAINT OR WATERPROOFING**

We will not pay for loss caused by:

**1.** Windstorm or hail; or

**2.** Windstorm or hail during a "hurricane";

to paint, stain or waterproofing material, applied to the exterior of the building or structure.

All other provisions of this Policy apply.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA

**A. Loss By Windstorm During A Hurricane**

With respect to Paragraphs **B.** and **C.**, below, coverage for loss caused by the peril of windstorm during a "hurricane", includes loss to:

**1.** The inside of a building; or

**2.** The property we cover contained in a building caused by:

**a.** Rain;

**b.** Snow;

**c.** Sleet;

**d.** Hail;

**e.** Sand; or

**f.** Dust;

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

**B. Calendar Year Hurricane Deductible Described**

A "hurricane deductible" issued by us or an "assumption insurer":

**1.** Can be exhausted only once during each calendar year; and

**2.** Applies to loss to Covered Property caused by one or more "hurricane(s)s" during each calendar year.

The dollar amount of the calendar year "hurricane deductible" ("Hurricane Deductible") is shown in your Declarations

A minimum deductible of $500 applies.

**C. Application of Calendar Year Hurricane Deductible**

**1.** In the event of the first windstorm loss caused by a single "hurricane" during a calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the calendar year "hurricane deductible" stated in your Declarations.

**2.** With respect to a windstorm loss caused by the second, and each subsequent, "hurricane" during the same calendar year, we will pay only that part of the total of all loss payable under Section **I** - Property Coverages that exceeds the greater of:

**a.** The remaining dollar amount of the calendar year "hurricane deductible" that is in effect at the time of the loss; or

**b.** The deductible ("All Other Perils Deductible") shown in your Declarations that applies to all other perils that is in effect at the time of the loss.

**3.** The remaining dollar amount of the calendar year "hurricane deductible" is determined by:

**a.** Subtracting the actual deductible(s) applied to all previous windstorm losses caused by "hurricane" during the calendar year;

**b.** From the calendar year "hurricane deductible" that is in effect at the time of the loss.

**4.** With respect to any one loss caused by a "hurricane ", if:

**a.** Covered property is insured under more than one policy:

**(1)** Issued by us; or

**(2)** Issued by an "assumption insurer" during your Citizens Policy calendar year period; and


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**b.** At the time of loss, different "hurricane deductibles" apply to the same property under such policies;

Then the "hurricane deductible" applicable under all such policies used to determine the total of all loss payable under Section I - Property Coverages shall be the highest amount stated in any one of the policies that is in effect at the time of the loss.

**5.** When:

**a.** A renewal policy is issued by us or an "assumption insurer"; or

**b.** We or an "assumption insurer" issue a policy that replaces one issued by us; and

**c.** The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

**(1)** If the renewal or replacement policy:

**(a)** Provides a lower "hurricane deductible" than the prior policy; and

**(b)** You incurred loss from a "hurricane" under a prior policy in that same calendar year;

The lower "hurricane deductible" will not take effect until January 1st of the following calendar year.

**(2)** If the renewal or replacement policy:

**(a)** Provides a lower "hurricane deductible" than the prior policy; and

**(b)** You have not incurred a loss in a "hurricane" in that same calendar year;

The lower "hurricane deductible" will take effect on the effective date of the renewal or replacement policy.

**(3)** If the renewal or replacement policy provides a higher "hurricane deductible" than the prior policy, the higher "hurricane deductible":

**(a)** Will take effect on the effective date of the renewal or replacement policy; and

**(b)** Shall be used to calculate the remaining dollar amount of the "hurricane deductible".

**6.** An "assumption insurer" means an insurer who assumes contractual liability of your Citizens Policy under an assumption agreement or take out plan pursuant to Florida Statutes §627.351(6) and §627.3511.

All other provisions of this Policy apply.


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**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY**

# WINDSTORM PROTECTIVE DEVICES

**A.** We acknowledge the installation of storm shutters and other windstorm protective devices, reported by you to us, for which you received a premium credit, that are part of:

**1.** The dwelling described as the "residence premises" shown in your Declarations; or

**2.** The condominium unit or cooperative unit described as the "residence premises" shown in your Declarations.

**B.** If the storm shutters attached to **A.1.** or **A.2.** above are not closed and secured during a "hurricane", we will reduce by 15%:

**1.** The Coverage **A** amount we pay for "windstorm" loss;

**2.** The Coverage **C** amount we pay for "windstorm" loss; and

**3.** The Coverage **D** amount we pay for "windstorm" loss;

that occurs during that "hurricane".

**C.** The provisions of **B.** above do not apply:

**1.** In the event of a total loss, of the building under **A.1.** above or the unit under **A.2.** above, caused by the peril of "windstorm" during a "hurricane"; or

**2.** If "windstorm" loss during a "hurricane" occurs when the "residence premises" is located within a part of the State of Florida that is not under a "hurricane" watch or warning.

For purposes of **B.** and **C.** above, the following definition applies:

"Windstorm"

"Windstorm" means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a "hurricane".

All other provisions of the Policy apply.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SPECIAL PROVISIONS – FLORIDA

**DEFINITIONS**

The following definition is added:

"Hurricane deductible"

"Hurricane deductible" means the deductible applicable to loss caused by a "hurricane".

Definition **B.12.** "Hurricane occurrence" is deleted and replaced with the following:

**12.** "Hurricane"

"Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the "hurricane" including the time period in Florida:

**a.** Beginning at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and

**b.** Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**SECTION I – PROPERTY COVERAGES**

Under **C.** Coverage **C** – Personal Property, paragraph **3.m.** is deleted and replaced with the following:

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a 'hurricane", which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

(This is paragraph **3.j.** in **CIT HO-8**)

**SECTION I - CONDITIONS**

Under Condition **V.** Claim, Supplemental Claim, Or Reopened Claim, paragraph **3.** is deleted and replaced with the following:

**3.** For claims resulting from "hurricane(s)", tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the "hurricane" made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

(This is Condition **U.** in **CIT HO-4**)

Under Condition **V.** Claim, Supplemental Claim, Or Reopened Claim, the following paragraph is added as the last paragraph in the Condition.

The claim, supplemental claim or reopened time limitations above are tolled during any term of deployment to a combat zone or combat support posting which materially affects the ability of a named insured who is a servicemember as defined in Section 250.01 Florida Statutes, to file a claim, supplemental claim, or reopened claim.

(This is Condition **U.** in **CIT HO-4**)

**SECTIONS I AND II - CONDITIONS**

Condition **C.** Cancellation is deleted and replaced with the following:

**C. Cancellation**

**1.** You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

**2.** We may not cancel:

**a.** For a period of 90 days after the covered dwelling or covered residential property has been repaired, if such property which has been damaged as a result of a "hurricane" or wind loss that is the subject of the declaration of emergency pursuant to Section 252.36 Florida statutes, and the filing of an order by the Commissioner of Insurance Regulation.

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**b.** Until the earlier of when the covered dwelling or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril and **2.a.** above does not apply.

A structure is deemed to be repaired when substantially completed and restored to the extent it is insurable by another authorized insurer writing policies in Florida.

This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or “electronically transmitted” to the first named insured.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**3.** However, we may cancel prior to the repair of the dwelling or residential property:

**a.** When you have not paid the premium. We may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

**b.** If:

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

**(2)** We determine that an “insured” has unreasonably caused a delay in the repair of the dwelling or residential property; or

**(3)** We have paid policy limits.

We may cancel during this period by letting the first named insured know at least 45 days before the date cancellation takes effect.

**c.** If you have not secured and maintained flood insurance pursuant to Section 627.351(6) Florida Statutes. We may cancel during this period by letting the first named insured know at least 120 days before the date cancellation takes effect.

This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or “electronically transmitted” to the first named insured.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**4.** We shall be entitled to collect any additional premium required to keep the Policy in effect during this period in Paragraphs **C.2.** and **C.3.** above.

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

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

**a.** When this Policy has been in effect for 60 days or less, we may cancel immediately if there has been:

**(1)** A material misstatement or misrepresentation; or

**(2)** Failure to comply with underwriting requirements;

**b.** We may also cancel this Policy subject to the following provisions.

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

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

**(2)** When this Policy has been in effect for 60 days or less, we may cancel for any reason, except we may not cancel:

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

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

**(c)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”.

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

**(3)** When this Policy has been in effect for more than 60 days, we may cancel:

**(a)** If there has been a material misstatement;


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

**(c)** In the event of a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;

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

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

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

**(g)** If you have not secured and maintained flood insurance pursuant to Section 627.351(6) Florida Statutes.

**(4)** When this Policy has been in effect for more than 60 days, we may not cancel:

**(a)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”; or

**(b)** On the basis of credit information available in public records.

**(5)** If any of the reasons listed in Paragraphs **C.5.b.(3)(a)** through **(g)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

**6.** When this Policy has been in effect for 90 days or less, we may immediately cancel this policy that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631 Florida Statutes for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage.

**7.** If the date of cancellation becomes effective during a "hurricane":

**a.** The date of cancellation will not become effective until the end of the "hurricane"; and

**b.** We shall be entitled to collect additional premium for the period of time beyond the original date of cancellation for which the Policy remains in effect.

However, this provision **(C.7.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane".

**8.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**9.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

Condition **D.** Nonrenewal is deleted and replaced with the following:

**D. Nonrenewal**

**1.** We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or “electronically transmitting” to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **2.** or **3.** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**2.** We may not nonrenew this Policy.

**a.** For a period of 90 days after the covered dwelling or covered residential property has been repaired, if such property which has been damaged as a result of a “hurricane” or wind loss that is the subject of the declaration of emergency pursuant to Section 252.36 Florida statutes, and the filing of an order by the Commissioner of Insurance Regulation.

**b.** Until the earlier of when the covered dwelling or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril and **2.a.** above does not apply.

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A structure is deemed to be repaired when substantially completed and restored to the extent it is insurable by another authorized insurer writing policies in Florida.

If we elect to not renew the policy under **2.** above, we will provide at least 90 days' notice that we intend to nonrenew 90 days after the repairs are complete.

**3.** However, we may nonrenew this Policy prior to the repair of the dwelling or residential property:

**a.** If:

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

**(2)** We determine that you have unreasonably caused a delay in the repair of the dwelling or residential property; or

**(3)** We have paid policy limits.

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

**b.** If you have not secured and maintained flood insurance pursuant to Section 627.351(6) Florida Statutes. We may do so by letting you know, at least 120 days before the expiration date of the Policy.

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

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

**5.** If the conditions described in Paragraphs **D.2.** and **D.3.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

**a.** When nonrenewal is for:

**(1)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(2)** A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**b.** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**6.** Depopulation Provision.

**a.** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

**(1)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

**(2)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**b.** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**7.** We will not nonrenew this Policy:

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

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

**c.** On the basis of filing of claim(s) for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

**d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

**e.** On the basis of credit information available in public records.

**8.** If the date of nonrenewal becomes effective during a "hurricane":

**a.** The expiration date of this Policy will not become effective until the end of the "hurricane"; and


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**b.** We shall be entitled to collect additional premium for the period of time the Policy remains in effect.

However, this provision **(D.8.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane".

All other provisions of this Policy apply.

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**HOMEOWNERS**
**CIT HO 03 15 10 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **G.3.** is added to SECTION **I** – CONDITIONS, Condition **G.** Alternative Dispute Resolution in Forms **CIT HO-3**, **CIT HO-4, CIT HO-6** and **CIT HO-8**:

(This is **G.4.** in Forms **CIT HO-4** and **CIT HO-6**)

**3.** Division of Administrative Hearings Proceedings.

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim determinations made by us. We will reimburse DOAH for the costs it incurs for any arbitration proceedings.

For purposes of this Condition **G.3.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you have presented to us.

**a.** If there is a dispute regarding a claim determination after you have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you or we may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH. If the party served with a written demand believes that the dispute is ineligible for resolution before DOAH for some reason, it shall promptly so advise the party that made the written demand.

**b.** Neither party may demand resolution before DOAH for any claim for “sinkhole loss” or any claim that is in the Managed Repair Program under Form **CIT 04 86**.

**c.** If Appraisal, paragraph **G.2.** under Condition **G.** Alternative Dispute Resolution, is elected by you or us, then neither party may demand resolution before DOAH.

**d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **G.1.** in SECTION **I** CONDITIONS, **G.** Alternative Dispute Resolution.

**e.** The party who made the written demand shall initiate the arbitration proceeding by promptly filing and serving a request with DOAH for a hearing, which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us. We shall be served by email to doah.requests@citizensfla.com. You or your counsel shall be served by email, or by certified or registered mail, return receipt requested and obtained, to the last mailing address as provided in the policy or the address listed for the attorney with The Florida Bar, as may be applicable.

The hearing request form may be found at https://www.doah.state.fl.us. No response to the hearing request need be filed. There shall be no motion practice related to the hearing request or its sufficiency nor any request for summary disposition.

**f.** The arbitration shall determine all disputes regarding, arising out of, or relating to, the claim determination, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable. The arbitration’s resolution shall be valid, final, and binding on the parties. The arbitration award shall not itself be subject to appeal but is subject to the provisions of the Revised Florida Arbitration Code. Any arbitration proceedings by Zoom or any other remote technology shall be considered as having been held in Leon County, Florida for purposes of Section 682.19, Florida Statutes.

**g.** Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the administrative law judge (ALJ), including those provisions allowing the imposition of sanctions, other than contempt.

The ALJ may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the ALJ.

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**h.** Within 30 days after receipt of the hearing transcript, unless the time is extended for good cause shown by a detailed written order from the ALJ, the ALJ shall render an arbitration award.

As part of the disposition of the claim, the arbitration award shall specify whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The amount of policy benefits payable, if any, determination shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

The arbitration award shall also take into account that Florida law does not permit any assignment of policy benefits, any award of attorney's fees (unless pursuant to Sections 57.105 or 768.79 Florida Statutes), any award for extracontractual or consequential damages, or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.

**i.** The ALJ may correct any clerical mistakes in an arbitration award and errors therein arising from oversight or omission within 25 days from its issuance on the ALJ's own initiative. Any motion seeking to modify or correct an arbitration award must be filed at DOAH not later than 30 days from issuance of the award. Within 10 days after the service of a timely filed motion, the opposing party or parties may file a response to the motion. The ALJ shall modify or correct an arbitration award if:

**(1)** There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award;

**(2)** It includes an award on a matter not submitted in the arbitration and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

**(3)** It is imperfect as a matter of form, not affecting the merits of the controversy.

Nothing herein alters, amends, or modifies the timeframes set forth in Section 682.14, Florida Statutes for filing a motion before a court to modify or correct an award.

**j.** Any arbitration proceedings are subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.

Any party seeking an award of attorney's fees or other relief pursuant to ss. 57.105 or 768.79 must file a verified motion within 30 days after receipt of the arbitration award. The verified motion shall include a statement of the facts relied on in support of the motion, the statutory basis relied upon, a detailed chronological listing of all time devoted to the dispute for which attorney's fees or other relief is sought, and a detailed list of any taxable costs sought. A party may establish the reasonableness of the fee sought to be awarded based upon an affidavit of an attorney fee expert in lieu of live expert testimony.

Within 15 days after the service of a timely filed motion, the opposing party may file a verified response to the motion, which must include a detailed recitation of all matters that are disputed. The failure to file a timely and specific verified response detailing matters that are disputed shall, absent good cause shown, result in acceptance of the allegations in the fee motion as true. The ALJ will promptly schedule an evidentiary hearing to resolve any matters that remain in dispute after the filing of the verified response. If the ALJ determines that a party is entitled to recover attorney's fees or other relief pursuant to ss. 57.105 or 768.79, the ALJ shall, within 30 days from the evidentiary hearing, issue an amended arbitration award setting forth the statutory basis for the award of fees or other relief as well as the amount owed.

**k.** This condition **(G.3.)** does not apply if the Policy has been assumed by an authorized insurer offering to cover the property described in the Declarations, at approved rates.

All other provisions of this Policy apply


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# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

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# CITIZENS HOMEOWNERS 3 - SPECIAL FORM

**AGREEMENT**

This Policy is issued on behalf of the Citizens Property Insurance Corporation and by acceptance of this Policy you agree:

**1.** That the statements in the Application(s) are your representations;

**2.** That this Policy is issued in reliance upon the truth of those representations;

**3.** That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy; and

**4.** That you are the owner-occupant of the insured dwelling.

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

This Policy does not include, does not insure, and we will not pay for, any “diminution in value”, except under liability coverage in SECTION **II** – LIABILITY COVERAGES.

**DEFINITIONS**

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

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

**1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", “Personal Watercraft Liability”, and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:

**a.** Liability for "bodily injury" or "property damage" arising out of the:

**(1)** Ownership of such vehicle or craft by an "insured";

**(2)** Maintenance, occupancy, operation, use, loading or unloading of:

**(a)** An aircraft, hovercraft, personal watercraft or watercraft, by any person; or

**(b)** A motor vehicle by an “insured”;

**(3)** Entrustment of such vehicle or craft by an "insured" to any person;

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

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

**b.** For the purpose of this definition:

**(1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

**(2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**(3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor, and is not a “personal watercraft”;

**(4)** Motor vehicle means a "motor vehicle" as defined in **15.** below; and

**(5)** Personal watercraft means a "personal watercraft" as defined in **17.** below.

**2.** "Bodily injury"

"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

**3.** "Business"

"Business" means:

**a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

**b.** "Home-sharing host activities"; or

**c.** Any other activity engaged in for money or other compensation, except the following:

**(1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than $2,000 in total compensation for the 12 months before the beginning of the policy period;

**(2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**(3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**(4)** The rendering of home day care services to a relative of an "insured".


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**4.** “Catastrophic ground cover collapse”

“Catastrophic ground cover collapse” means geological activity that results in all of the following:

**a.** The abrupt collapse of ground cover;

**b.** A depression in the ground cover clearly visible to the naked eye;

**c.** “Structural damage” to the “principal building” insured under this Policy, including the foundation; and

**d.** The “principal building” being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that “principal building”.

**5.** "Diminution in value"

"Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**6.** **“**Electronic transmittal”

**“**Electronic transmittal” means:

**a.** The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or

**b.** The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as “electronically transmitted”, “electronic transmittal”, “electronically transmit” or “electronically transmitting”)

**7.** "Employee"

"Employee" means a person employed by an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**8.** "Fungi"

"Fungi" means any type or form of fungus, including:

**a.** Mold or mildew; and

**b.** Any mycotoxins, toxins, spores, scents or by-products produced or released by fungi.

Under SECTION **II**, this does not include any fungi, yeast or bacteria that are, are on or are contained in a good or product intended for consumption.

**9.** "Home-sharing host activities" means:

**a.** The:

**(1)** Rental or holding for rental; or

**(2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and

**b.** Any other related property or services made available by an "insured" for use during such:

**(1)** Rental; or

**(2)** Mutual exchange of services;

except those property or services provided by another party.

**10.** "Home-sharing network platform" means an online-enabled application, website or digital network that:

**a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and

**b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

**11.** "Home-sharing occupant" means a person, other than an "insured", who:

**a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or

**b.** Is accompanying or staying with a person described in **11.a.** above under such "home-sharing host activities".

**12.** “Hurricane occurrence”

“Hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, which:

**a.** Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;

**b.** Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and


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**c.** Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**13.** "Insured"

"Insured" means:

**a.** You and residents of your household who are:

**(1)** Your relatives; or

**(2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

**b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

**(1)** 24 and your relative; or

**(2)** 21 and in your care or the care of a resident of your household who is your relative; or

**c.** Under SECTION **II**, "insured" also means:

**(1)** With respect to watercraft to which this Policy applies, any person or organization legally responsible for watercraft which are owned by you or any person described in **13.a.** or **13.b.** above.

“Insured” does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or

**(2)** With respect to a “motor vehicle” to which this Policy applies:

**(a)** Persons while engaged in your employ or that of any person described in **13.a.** or **13.b.**; or

**(b)** Other persons using the vehicle on an "insured location" with your consent.

Under both SECTIONS **I** and **II,** when the word “an” immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**14.** "Insured location"

"Insured location" means:

**a.** The "residence premises";

**b.** The part of other premises, other structures and grounds used by you as a residence; and:

**(1)** Which is shown in the Declarations as “Location of Residence Premises”; or

**(2)** Which is acquired by you during the policy period for your use as a residence;

**c.** Any premises used by you in connection with a premises described in **14.a.** and **14.b.** above;

**d.** Any part of a premises:

**(1)** Not owned by an "insured"; and

**(2)** Where an "insured" is temporarily residing;

**e.** Vacant land, other than farm land, owned by or rented to an "insured";

**f.** Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";

**g.** Individual or family cemetery plots or burial vaults of an "insured"; or

**h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

**15.** "Motor vehicle"

"Motor vehicle" means:

**a.** A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or

**b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **15.a.** above.

**16.** "Occurrence"

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

**a.** "Bodily injury"; or

**b.** "Property damage".

All “bodily injury” or “property damage” resulting from or arising out of one cause or a series of related causes is considered one occurrence regardless of the period of time over which such “bodily injury” and “property damage” occurred and regardless of the number of injured persons or locations of “property damage”.


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**17.** “Personal watercraft”

“Personal watercraft” means:

**a.** A watercraft that the rider sits, kneels or stands on rather than inside of, designed to carry one to four people, propelled by a water jet pump; or

**b.** A watercraft designed to be partially or fully submersible.

**18.** “Primary structural member”

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

**19.** “Primary structural system”

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

**20.** “Principal building”

“Principal building” means the dwelling where you reside on the "residence premises" shown as the “Location of Residence Premises" in the Declarations.

“Principal building” does not include:

**a.** Other buildings or other structures at that location, and buildings and structures covered under Coverage **B**;

**b.** Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;

**c.** Buildings, structures and other property excluded or not covered in your Policy;

**d.** Any part of or any other premises, other buildings, other structures and grounds, not located at the “residence premises”; or

**e.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair any property other than the “principal building” on the "residence premises".

**21.** "Property damage"

"Property damage" means physical injury to, destruction of, or loss of use of tangible property.

**22.** "Residence employee"

"Residence employee" means:

**a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

**b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**23.** "Residence premises"

"Residence premises" means:

**a.** The one family dwelling where you reside;

**b.** The two family dwelling where you reside in at least one of the family units; or

**c.** That part of any other building where you reside;

and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

**24.** "Structural damage"

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

**a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

**b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the “primary structural members” or “primary structural systems” that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those “primary structural members” or “primary structural systems” exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

**c.** Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical “primary structural members” to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;


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**d.** Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

**e.** Damage occurring on or after October 15, 2005, that qualifies as “substantial structural damage” as defined in the Florida Building Code.

**25.** “Unoccupied”

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

**26.** “Vacant”

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

**C.** In this Policy, the terms:

**1.** Roomer;

**2.** Boarder;

**3.** Tenant; or

**4.** Guest;

do not include a "home-sharing occupant".

**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

**1.** We cover:

**a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and

**b.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

This coverage is limited to the “principal building” for the peril of “catastrophic ground cover collapse”.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the dwelling is located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

**(5)** Fabric; or

**(6)** Screening;

**c.** Awnings;

**d.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;

**e.** Any attachment to the covered dwelling comprised of thatch, grass, palm, lattice, slats, or similar material; or

**f.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**B. Coverage B – Other Structures**

**1.** We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

**2.** We do not cover:

**a.** Land, including landscaping and land on which the other structures are located, except as otherwise provided under Section **I** Additional Coverages **1.** Trees, Shrubs And Other Plants;

**b.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

**c.** Other structures from which any "business" is conducted;

**d.** Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

**e.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

**(1)** Aluminum;

**(2)** One or more fiberglass panels;

**(3)** Plastic;

**(4)** Vinyl;

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**(5)** Fabric; or

**(6)** Screening;

**f.** Awnings;

**g.** Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or

**h.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

**3.** This coverage does not apply to loss or damage resulting from the peril of “catastrophic ground cover collapse”.

**4.** The limit of liability for this coverage is shown in your Declarations. Use of this coverage does not reduce the Coverage **A** limit of liability.

**C. Coverage C – Personal Property**

**1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

**a.** Others while the property is on the part of the "residence premises" occupied by an "insured"; or

**b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Locations**

**a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the “residence premises” because it is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C,** or $1,000, whichever is greater.

However, this limitation does not apply to personal property:

**(1)** Moved from the "residence premises" because the "residence premises” is:

**(a)** Being remodeled, repaired, renovated or rebuilt; and

**(b)** Not fit to live in or store property in; or

**(2)** Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

**a.** $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, pewter other than pewterware, coins and medals.

**b.** $1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards, and comic books.

**(1)** This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

**(2)** This limit includes the cost to research, replace or restore the information from the lost or damaged material.

**c.** $1,000 on watercraft of all types, other than “personal watercraft”, including their trailers, furnishings, equipment and outboard engines or motors.

**d.** $1,000 on trailers and semitrailers not used with watercraft of all types.

**e.** $1,000 on jewelry, watches, furs, precious and semi-precious stones.

**f.** $2,000 on firearms.

**g.** $2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, platinum or pewter.

**h.** $2,500 on property, on the "residence premises", used primarily for "business" purposes.

This limit does not apply to “Business” data as described in **4.i.** below.

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**i.** $250 on property, away from the "residence premises", used at any time or in any manner for "business" purposes.

However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

**(2)** In or upon a "motor vehicle".

This limit does not apply to “Business” data as described in **4.i.** below.

**j.** $1,000 on portable electronic equipment (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage) that:

**(1)** Reproduces, receives or transmits audio, visual or data signals;

**(2)** Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

**(3)** Is in or upon a "motor vehicle".

**k.** $300 for antennas, tapes, wires, records, disks or other media (for the Coverage **C** perils insured against except theft, which is hereby excluded from coverage), that are:

**(1)** Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and;

**(2)** In or upon a “motor vehicle”.

**l.** $500 is the maximum loss payable for covered property stored in freezers or refrigerators on the “residence premises”.

**m.** $1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage **C** perils insured against, except theft, windstorm or hail, and windstorm or hail during a ‘hurricane occurrence”, which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

**(1)** Used or designed to carry people or cargo,

**(2)** Used in flight competitions,

**(3)** Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or

**(4)** Used for any business purposes.

Paragraphs **1.**, **2.** and **3.** above do not apply when the limit of liability for Coverage **C** shown in your Declarations is $0.

**4. Property Not Covered**

We do not cover:

**a.** Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

**b.** Animals, insects, reptiles, birds or fish;

**c.** “Motor vehicles” or all other motorized land conveyances.

This includes a "motor vehicle's" equipment, parts and accessories.

However, this Paragraph **4.c.** does not apply to:

**(1)** The portable electronic equipment coverage provided under **C.3.j.** above; and

**(2)** Motor vehicles or conveyances not required to be registered for use on public roads or property which are:

**(a)** Located on the “residence premises” and used solely to service an “insured’s” residence;

**(b)** A motorized golf cart located on the “residence premises” or while being operated to or from, or on the premises of a golf course; or

**(c)** Designed to assist the handicapped.

The coverage described in **c.(2)** above does not apply to land conveyances, including but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not;

**d.** Aircraft, meaning any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.

This includes any parts, whether or not attached, to the aircraft, model aircraft, hobby aircraft or drone.

However, this exclusion of property does not apply to the model aircraft, hobby aircraft or drone coverage provided under Special Limit Of Liability **3.m.** above;

**e.** Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

**f.** Property of:

**(1)** A "home-sharing occupant";

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**(2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and

**(3)** Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

**g.** Property in:

**(1)** A space while rented or primarily held for rental to a "home-sharing occupant"; or

**(2)** Subject to Paragraph **C.4.g.(1)**, an apartment regularly rented or held for rental to others by an "insured", except as provided in Other Coverages **G.5.** Landlord's Furnishings under Section **I** – Property Coverages;

**h.** Property rented or held for rental to others off the "residence premises";

**i.** "Business" data, including such data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**j.** Personal data, including data stored in:

**(1)** Books of account, drawings or other paper records; or

**(2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**k.** Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, scrip, prepaid instruments including stored value cards, gift cards and smart cards, except as provided in **3.a.** above;

**l.** Personal property stored in freezers or refrigerators located off the "residence premises";

**m.** “Personal watercraft”;

**n.** Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;

**o.** Any:

**(1)** Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and

**(2)** Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph **4.o.** does not apply to:

**(3)** Prescription drugs obtained following the lawful orders of a licensed health care professional; or

**(4)** Goods or products containing or derived from hemp, including, but not limited to:

**(a)** Seeds;

**(b)** Food;

**(c)** Clothing;

**(d)** Lotions, oils or extracts;

**(e)** Building materials; or

**(f)** Paper.

However, this Paragraph **4.o.(4)** does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located; or

**p.** Water or steam.

However, we cover the removal and replacement of water in a swimming pool located on the “residence premises”, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for all the coverages in **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use below.


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**1. Additional Living Expense**

If a loss covered under SECTION **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to:

**a.** Repair or replace the damage; or

**b.** If you permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**2. Fair Rental Value**

If a loss covered under SECTION **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you minus any expenses that do not continue while the premises is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the "residence premises", we cover the Additional Living Expense and Fair Rental Value loss as provided in **1.** Additional Living Expense and **2.** Fair Rental Value above for no more than 2 weeks.

**4. Loss Or Expense Not Covered**

We do not cover:

**a.** Pre-event evacuation expenses; or

**b.** Loss or expense due to cancellation of a lease or agreement.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use above are not limited by expiration of this Policy.

**E. Reasonable Emergency Measures**

**1.** We will pay up to $3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**

The $3,000 limit in **E.1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

**a.** Coverage **A**;

**b.** Coverage **B**; or

**c.** Coverage **C**.

**2.** For covered loss caused by SECTION **I** – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **A.2.c.(6)** and **(9)** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**, the $3,000 limit in **E.1.** above does not apply and instead the following applies:

**a.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.

**b.** If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.


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**3.** The coverage under **E.1.** and **E.2.** above does not:

**a.** Increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures;

**b.** Increase any limit of liability that applies to the damaged covered property;

**c.** Relieve you of the duties in case of a loss to covered property, as set forth in SECTION **I** – CONDITIONS **B.** Duties After Loss;

**d.** Pay for property not covered in this Policy; or

**e.** Pay for loss excluded or not covered in this Policy.

**4.** The exhaustion of the $3,000 Reasonable Emergency Measures limit in **E.1.** above does not prevent you from participating in the services provided under form **CIT 04 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **CIT 04 85**.

Subject to **E.3.** above, if you are eligible for and request to participate in the services provided under form **CIT 04 85** and we do not offer the services to you, the $3,000 limit in paragraph **E.1.** does not apply.

**5.** We will not pay under Reasonable Emergency Measures **E.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **CIT 04 86**.

However, the $3,000 limit in **E.1.** above applies whether or not:

**a.** You receive services under form **CIT 04 86**; or

**b.** The $10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**F. Additional Coverages**

**1. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

**a.** Fire or Lightning;

**b.** Explosion;

**c.** Riot or Civil Commotion;

**d.** Aircraft;

**e.** Vehicles not owned or operated by a resident of the "residence premises";

**f.** Vandalism or Malicious Mischief; or

**g.** Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be paid for any one tree, shrub or plant.

We do not cover:

**a.** Cannabis whether or not grown for "business" purposes; or

**b.** Property, other than cannabis, grown for "business" purposes.

This coverage is additional insurance.

**2. Fire Department Service Charge**

We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance.

No deductible applies to this coverage.

**3. Loss Assessment**

**a.** We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners.

The assessment must be made as a result of a direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

**(1)** Earthquake or

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


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**b.** This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

**c.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**d.** The limit of $1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

**e.** Condition **T.** Policy Period, under SECTION **I** - CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

No deductible applies to this coverage.

**4. Ordinance Or Law**

**a.** You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

**(1)** The construction, demolition, remodeling, renovation or repair of that part of a building covered under Coverage **A** damaged by a Peril Insured Against;

**(2)** The demolition and reconstruction of the undamaged part of a building covered under Coverage **A**, when that building must be totally demolished because of damage by a Peril Insured Against to another part of that covered building; or

**(3)** The remodeling, removal or replacement of the portion of the undamaged part of a building covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the covered building damaged by a Peril Insured Against.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.

**b.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

**(1)** Construction;

**(2)** Demolition;

**(3)** Remodeling;

**(4)** Renovation;

**(5)** Repair; or

**(6)** Replacement;

of property as stated in **a.** above.

**c.** We do not cover:

**(1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

**(2)** The costs to comply with any ordinance or law which requires any "insured" or others to:

**(a)** Test for;

**(b)** Monitor;

**(c)** Clean up;

**(d)** Remove;

**(e)** Contain;

**(f)** Treat;

**(g)** Detoxify;

**(h)** Neutralize; or

**(i)** In any way respond to, or assess the effects of:

Pollutants in or on any covered building or other structure.

**(3)** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(a)** Smoke;

**(b)** Vapor;

**(c)** Soot;

**(d)** Fumes;

**(e)** Acids;

**(f)** Alkalis;

**(g)** Chemicals; and

**(h)** Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**G. Other Coverages**

**1. Debris Removal**

**a.** We will pay the reasonable expense you incur for the removal of:

**(1)** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

**(2)** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

Debris Removal expense under **G.1.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **G.1.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6**. in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**b.** We will also pay the reasonable expense you incur, up to $1,500, for the removal from the "residence premises" of:

**(1)** Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

**(2)** A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

**(1)** Damage a covered structure; or

**(2)** Do not damage a covered structure, but:

**(a)** Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

**(b)** Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The $1,500 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than $1,000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

**3. Collapse**

**a.** The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.

**b.** For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**c.** This Other Coverage – Collapse, does not apply to:

**(1)** A building or any part of a building that is in danger of falling down or caving in;

**(2)** A building or any part of a building that is standing even if it has separated from another part of the building;

**(3)** A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or

**(4)** The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

**(a)** Collapsed;

**(b)** In danger of collapsing or caving in; or

**(c)** Separated from another part of the system;

due to:

**(a)** Age, obsolescence, wear, tear;

**(b)** Fading, oxidization, weathering;

**(c)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(d)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(e)** Shrinkage, expansion, contraction, bellying, corrosion; or

**(f)** Any other age or maintenance related issue.

However, this Other Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

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**d.** We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

**(1)** The Perils Insured Against named under **C.** Coverage **C** - Personal Property;

**(2)** Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse.

However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Other Coverage **3.c.(4)** above;

**(3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or damage is known to an "insured" prior to collapse;

**(4)** Weight of contents, equipment, animals or people;

**(5)** Weight of rain which collects on a roof; or

**(6)** Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**e.** Loss to a:

**(1)** Fence, awning, patio, pavement, deck;

**(2)** Swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems;

**(3)** Foundation, retaining wall, bulkhead, pier, wharf, dock;

**(4)** Cistern, plumbing system, or any part of a plumbing system, or similar structure;

whether above or below the ground, is not included under **d.(2)** through **(6)** above; unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

**4. Glass Or Safety Glazing Material**

**a.** We cover:

**(1)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

**(2)** The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; and

**(3)** The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

**b.** This coverage does not include loss:

**(1)** To covered property which results because the glass or safety glazing material has been broken; except as provided in **a.(3)** above; or

**(2)** On the "residence premises" if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement and settlement as provided in **a.(2)** above.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

**c.** Loss to glass covered under this Other Coverage **G.4.** will be settled on the basis of replacement with safety glazing materials when required.

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

**5. Landlord's Furnishings**

We will pay up to $2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than theft, or other than sinkhole loss if form **CIT 23 94** applies to your Policy.

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


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

Landlord's Furnishings under **G.5.** above does not increase the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Landlord's Furnishings **G.5.** will be deducted from the $10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION **I** – PERILS INSURED AGAINST A. Coverage **A** – Dwelling And Coverage B – Other Structures.

**6. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

**a.** We will pay up to $10,000 for:

**(1)** The total of all loss payable under SECTION **I** – Property Coverages caused by "fungi", wet or dry rot, yeast or bacteria;

**(2)** The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under SECTION **I** – Property Coverages;

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

**(4)** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria; whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

**b.** The coverage described in **a.** only applies:

**(1)** When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and

**(2)** Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

**c.** $10,000 is the most we will pay for the total of all loss or costs payable including Coverage **D.** Loss of Use, under this Other Coverage **G.6.**, regardless of the:

**(1)** Number of locations insured;

**(2)** Number of occurrences or claims made; or

**(3)** Number of "insureds".

**d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria; loss payment will not be limited by the terms of this Other Coverage **G.6.**, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss will be subject to the terms of this Other Coverage **G.6.**

**e.** This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.

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

**7. Grave Markers**

We will pay up to $5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

**SECTION I – PERILS INSURED AGAINST**

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

**1.** We insure against direct loss to the covered property described in Coverages **A** and **B** only if that loss is a physical loss to property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part **A.** below.

**2.** We do not insure, however, for loss:

**a.** Excluded under Section **I** – Exclusions;

**b.** Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:

**(1)** An abrupt falling down or caving in;

**(2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or


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**(3)** Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to **(1)** or **(2)** above;

except as provided in **G.3.** Collapse under SECTION **I** – Property Coverages; or

**c.** Caused by:

**(1)** Freezing of a plumbing, heating, air conditioning, automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant", "unoccupied", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

**(a)** Maintain heat in the building; or

**(b)** Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

**(2)** Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

**(a)** Fence, pavement, patio or swimming pool;

**(b)** Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building, or other structure;

**(c)** Retaining wall or bulkhead, that does not support all or part of a building or other structure; or

**(d)** Pier, wharf or dock;

**(3)** Theft:

**(a)** If such loss arises out of or results from "home-sharing host activities"; or

**(b)** In or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** Theft or attempted theft in or to a dwelling and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(4)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";

**(5)** Vandalism and malicious mischief and any ensuing loss, if:

**(a)** The loss arises out of or results from "home-sharing host activities"; or

**(b)** The dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion **(5)(b)** will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";


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**(6)** Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the $10,000 limit as set forth in **3.** below.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes, subject to the $10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss:

**(a)** To the system or appliance from which this water or steam escaped;

**(b)** On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;

**(c)** Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the $10,000 limit as set forth in **3.** below.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(d)** To a plumbing system, whether above or below the ground, caused by:

**(i)** Age, collapse, obsolescence, wear, tear;

**(ii)** Fading, oxidization, weathering;

**(iii)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;

**(iv)** Shifting, bulging, racking, sagging, bowing, bending, leaning;

**(v)** Shrinkage, expansion, contraction, bellying, corrosion;

**(vi)** The unavailability or discontinuation of a part or component of the system; or

**(vii)** Any other age or maintenance related issue;


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**(e)** To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system;

**(f)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(6)(c)** above; or

**(g)** Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

**(7)** Dropped objects to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

**(8)** Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

**(9)** Any of the following:

**(a)** Wear and tear, marring, chipping, scratches, dents, or deterioration;

**(b)** Inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself;

**(c)** Smog, rust, decay or other corrosion;

**(d)** Smoke from agricultural smudging or industrial operations;

**(e)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(i)** Smoke,

**(ii)** Vapor,

**(iii)** Soot,

**(iv)** Fumes,

**(v)** Acids,

**(vi)** Alkalis,

**(vii)**Chemicals; and

**(viii)**Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

**(f)** Settling, shrinking, bulging or expansion, including resultant cracking of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

**(g)** Animals or insects, including but not limited to, bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

The exclusion described in **(9)(g)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

**(h)** Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in **(9)(g)** above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:

**(i)** Fire;

**(ii)** Explosion; or

**(iii)** Collapse, as covered under **G.3**. SECTION **I** – Other Coverages.

The exclusion described in **(9)(h)** above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”.


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If any of these in **2.c.(9)** above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss, subject to the $10,000 limit as set forth in **3.** below, caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment.

SECTION **I** – Exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **2.c.(6)** and **c.(9)** above.

**3.** A $10,000 limit on coverage applies and is the most we will pay for:

**a.** Each covered direct physical loss from all water or steam in paragraphs **2.c.(6)** and **2.c.(9)** above; and

**b.** All cosmetic and aesthetic damage, which occurs in the same loss as **3.a.** above, including any repair or replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under SECTION **I** – Property Coverages paragraph **E.1.**, which occurs in the same loss as **3.a.** above, will be deducted from the $10,000 limit on coverage.

**4.** The $10,000 limit on coverage in **3.** above does not apply if:

**a.** At our option we offer and you provide written consent to participate in the services and execute the contract with the Program “Contractor”, as described under **CIT 04 86**; or

**b.** Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **CIT 04 86** to you.

**c.** However **4.** above does not apply if we or the Program “Contractor” described in **CIT 04 86** determine:

**(1)** Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or

**(2)** The property is in a condition that impairs or prevents the Program “Contractor’s” ability to repair the covered loss.

In this event, your participation in the Program under **CIT 04 86** is terminated and the $10,000 limit on coverage applies.

**d.** Additionally, if you do not provide written consent to participate in the Program and execute the contract with the Program “Contractor” as described in **CIT 04 86**, or your participation in the Program has been terminated by you or us as described in **CIT 04 86**, or you make a subsequent request to participate in the Program for the same loss, the $10,000 limit on coverage will apply, except as otherwise provided in **CIT 04 86** and your Policy.

**5.** In the event the $10,000 limit on coverage in **3.** above does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.


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However, whether the $10,000 limit on coverage is applicable or not:

**a.** For coverage provided under SECTION **I** – Property Coverages **E.1.** in this Policy, the limit in **E.1.** Reasonable Emergency Measures will apply; and

**b.** For a coverage provided under SECTION **I** - Additional Coverages **F.** in this Policy, the limit as provided in the respective additional coverage will apply.

**6.** Under paragraphs **2.b.** and **2.c.** above any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

In this event, the $10,000 limit on coverage in **3.** above applies to any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above, except the $10,000 limit on coverage will not apply when the ensuing loss to the property is:

**a.** Fire;

**b.** Explosion; or

**c.** Collapse, only as covered under **G.3.** SECTION **I** – Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above results in ensuing loss from "Fungi", Wet Or Dry Rot, Yeast Or Bacteria described under **G.6.** SECTION **I** – Other Coverages, the $10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.6.** SECTION I – Other Coverages will apply to the ensuing loss.

This $10,000 limit on coverage in **A.3.** and **A.6.** above does not create additional coverage or increase the limit of liability applying to the damaged property.

**Part A.**

**Catastrophic Ground Cover Collapse.**

**1.** We insure for direct physical loss to the "principal building" under Coverage **A** caused by the peril of "catastrophic ground cover collapse".

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

**2.** Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse", we will stabilize the "principal building's" land in accordance with our professional engineers recommended repairs.

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

**4.** This peril does not apply to property covered under Coverage **B** – Other Structures.

The SECTION **I** – Earth Movement And Settlement exclusion **A.2.** does not apply to "catastrophic ground cover collapse".

The SECTION **I** – Loss Caused By "Sinkhole" exclusion **A.9.** does not apply to "catastrophic ground cover collapse".

**B. Coverage C – Personal Property**

We insure for direct physical loss to the covered property described in Coverage **C** caused by a peril listed below unless the loss is excluded in SECTION **I** – EXCLUSIONS.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, as covered under this Policy, only while inside a fully enclosed building.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.


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**8. Vandalism Or Malicious Mischief**

This peril does not include:

**a.** Loss to property arising out of or resulting from "home-sharing host activities"; or

**b.** Loss to property on the “residence premises”, and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**9. Theft**

**a.** This peril includes attempted theft and loss of property from the “residence premises” when it is likely that the property has been stolen.

**b.** This peril does not include loss caused by theft:

**(1)** That occurs off the “residence premises”;

**(2)** Committed by an “insured”;

**(3)** In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

**(4)** In or to a dwelling if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss;

**(5)** From that part of a “residence premises” rented by an “insured” to other than an “insured”; or

**(6)** If such loss arises out of or results from "home-sharing host activities".

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**c.** Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the “residence premises”.

**10. Falling Objects**

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

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

**a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

**b.** This peril does not include loss:

**(1)** To the system or appliance from which the water or steam escaped;

**(2)** Caused by or resulting from freezing except as provided in the Peril Insured Against **14.** Freezing;

**(3)** On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

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

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

**(5)** Caused by the presence or condensation of natural humidity, except as provided in paragraph **(b)(4)** above; or

**(6)** Otherwise excluded or limited elsewhere in the Policy.

**c.** In this peril, a plumbing system or household appliance does not include:

**(1)** A sump, sump pump, irrigation system, or related equipment; or

**(2)** A roof drain, gutter, down spout, or similar fixtures or equipment.

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**d.** SECTION **I** – EXCLUSIONS, exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

**13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

**14. Freezing**

**a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

**(1)** Maintain heat in the building; or

**(2)** Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

**b.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

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

**16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

**17. Catastrophic Ground Cover Collapse**

**a.** We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.

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

**c.** Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

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

The SECTION **I** – EXCLUSIONS, exclusion **A.2.** Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

The SECTION **I** – EXCLUSIONS, exclusion **A.9.** Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under SECTION **I** - Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

**SECTION I – EXCLUSIONS**

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

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

**a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for under Additional Coverages **F.4.** Ordinance Or Law or Other Coverages, **G.4.** Glass Or Safety Glazing Material;

**b.** The requirements of which result in a loss in value to property; or

**c.** Requiring any "insured" or others to:

**(1)** Test for;

**(2)** Monitor;

**(3)** Clean up;

**(4)** Remove;

**(5)** Contain;

**(6)** Treat;


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**(7)** Detoxify;

**(8)** Neutralize; or

**(9)** In any way respond to, or assess the effects of:

Pollutants.

**d.** Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

**(1)** Smoke;

**(2)** Vapor;

**(3)** Soot;

**(4)** Fumes;

**(5)** Acids;

**(6)** Alkalis;

**(7)** Chemicals; and

**(8)** Waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

**2. Earth Movement And Settlement**

Earth Movement And Settlement means:

**a.** Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;

**b.** Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

**c.** Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

**d.** Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

**e.** Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;

**f.** Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

**g.** Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion **2.** applies regardless of whether any of the above in **2.a.** through **2.g.** is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

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

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

**3. Water**

Water means:

**a.** Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

**b.** Water, which:

**(1)** Backs up through sewers or drains;

**(2)** Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or

**(3)** Overflows or is otherwise discharged from:

**(a)** A sump, sump pump, irrigation system, or related equipment; or

**(b)** A roof drain, gutter, down spout, or similar fixtures or equipment;

**c.** Water below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through, a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or


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**d.** Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion **A.3.** applies whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

**4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the “residence premises”.

But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the “residence premises”, we will pay for the loss caused by that Peril Insured Against.

**5. Neglect**

Neglect means neglect of any "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**6. War**

War includes the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **O.** Nuclear Hazard Clause under SECTION **I** – CONDITIONS.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act an “insured” commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even “insureds” who did not commit or conspire to commit the act causing the loss.

**9. Loss Caused By “Sinkhole”**

**a.** “Sinkhole” means:

**(1)** A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.

**(2)** A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

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

This Exclusion **A.10.** does not apply:

**a.** When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or

**b.** To the extent coverage is provided for under SECTION **I** – PROPERTY COVERAGES in Other Coverages **G.6.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

**11. Existing Damage**

Existing Damage, also known as pre-existing damage, means:

**a.** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;

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**b.** Damages existing prior to the time of loss; or

**c.** Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim described under SECTION **I** – CONDITIONS, Condition **V**.

However, under this Exclusion **A.11.** any ensuing loss to property described in SECTION **I** – PROPERTY COVERAGES not otherwise excluded or excepted in this Policy is covered.

This Exclusion **A.11.** does not apply in the event of a total loss caused by a Peril Insured Against.

**12. Constant Or Repeated Seepage Or Leakage Of Water Or Steam**

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, except as otherwise provided under SECTION I - PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(6)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

**13. Accidental Discharge Or Overflow Of Water Or Steam**

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

**a.** A plumbing, heating, air conditioning or automatic fire protective sprinkler system;

**b.** A household appliance for heating water; or

**c.** A household appliance.

This Exclusion **A.13.** applies only while the dwelling is “vacant” or “unoccupied” for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

**a.** Shut off the water supply; and

**b.** Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

**14. Criminal Acts Or Illegal Activity**

Criminal acts or illegal activity means any and all criminal or illegal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured.

**15. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A, B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following.

**1. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss;

**2. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

**3. Faulty, inadequate or defective:**

**a.** Planning, zoning, development, surveying, siting;

**b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

**c.** Materials used in repair, construction, renovation or remodeling; or

**d.** Maintenance;

of part or all of any property whether on or off the "residence premises".

However, under exclusions **B.1.**, **2.** or **3.** above, any ensuing loss to property described in Coverages **A** and **B** not otherwise excluded or excepted in this Policy is covered.

**SECTION I – CONDITIONS**

**A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

**1.** To an "insured" for more than the amount of such "insured's" interest at the time of loss; or

**2.** For more than the applicable limit of liability.


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**B. Duties After Loss**

**1.** In case of a loss to covered property, we have no duty to provide coverage under this Policy, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other "insured" seeking coverage, or by a representative of either.

**a.** Give prompt notice to us or the insurance agent shown in the Declarations.

Except for reasonable emergency measures taken under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

**(1)** 72 hours after we are notified of the loss;

**(2)** The time of loss inspection by us; or

**(3)** The time of other approval by us;

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

**(1)** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION **I** – Property Coverages **E.** Reasonable Emergency Measures.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect; and

**(2)** Keep an accurate record of expenses;

**c.** Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief, and provide us a copy of the police report;

**d.** Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

**(1)** The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;

**(2)** The names of all persons who resided at the insured location at the time of loss;

**(3)** The interests of all "insureds" and all others in the property involved and all liens on the property;

**(4)** Other insurance which may cover the loss;

**(5)** Changes in title or occupancy of the property during the term of the Policy;

**(6)** Specifications of the damage to the dwelling and other structures; including:

**(a)** Detailed descriptions of the damage to the property;

**(b)** Repair estimates which show the extent of damage to each item or property;

**(c)** Estimated amount(s) to repair or replace each item of property; and

**(d)** Amount(s) of payment made for any temporary or permanent repairs.

Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;

**(7)** The inventory of damaged personal property described in **1.k.** below; and

**(8)** Receipts for additional living expenses incurred and records that support the fair rental value loss;

**e.** Produce any updates to the documents and information in **1.a.** through **1.d.** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:

**(1)** As this information becomes available, and if additional loss or damage is discovered or incurred; and

**(2)** If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

**f.** Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

A representative of an “insured”:

**(1)** Must cooperate with our investigation;

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**(2)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and

**(3)** May not act in any manner to obstruct our investigation;

**g.** As often as we reasonably require, allow us or any person authorized to act on our behalf:

**(1)** Access to the "residence premises";

**(2)** To inspect the "residence premises", and to inspect subject to paragraphs **1.n.**, **o.** and **p.** below all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the "residence premises"; and

**(3)** To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;

**h.** At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;

**i.** Execute all work authorizations and allow contractors and related parties entry to the property;

**j.** Keep an accurate record of repair expenses;

**k.** Prepare an inventory of damaged personal property showing the:

**(1)** Quantity;

**(2)** Description;

**(3)** Actual cash value; and

**(4)** Amount of loss.

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

**l.** As often as we or any person authorized to act on our behalf, reasonably require:

**(1)** Show the damaged property retained as required by this Policy; and

**(2)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;

**m.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;

**n.** To the degree reasonably possible, retain the damaged property, and any photographs and videos of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos;

**o.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;

**p.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;

**q.** As often as we or any person authorized to act on our behalf reasonably require:

**(1)** You or any "insured";

**(2)** Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an "insured"; and

**(3)** Any agent or representative, including any public adjuster, engaged on behalf of you or any "insured", or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in **q.(2)** above;

must:

**(1)** Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of each other or any other "insured";

**(2)** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and

**(3)** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

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**2.** The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

**C. Loss Settlement**

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided under SECTION **I** – PROPERTY COVERAGES in Additional Coverages **F.4.** Ordinance Or Law.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

Covered property losses are settled as follows:

**1.** Property of the following types:

**a.** Personal property;

**b.** Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

**c.** Structures that are not buildings; and

**d.** Gravemarkers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

**2.** Buildings covered under Coverage **A** or **B** at replacement cost, subject to the following:

**a.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay, subject to **2.d.** below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to **2.d.** below.

**b.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:

**(1)** The actual cash value of that part of the building damaged, after application of the deductible; or

**(2)** That proportion of the cost to repair or replace, after application of the deductible, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.

**c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

**(1)** Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;

**(2)** Those supports in **(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement;

**(3)** Underground flues, pipes, wiring and drains; and

**(4)** Structures and other property excluded or not covered elsewhere in your Policy.

**d.** Under **2.a.** and **2.b.** above, we will settle the loss as follows:

**(1)** We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.

**(2)** We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the dwelling occurs, the provisions of **2.d.** above do not apply and we will pay, up to the applicable limit of liability, the replacement cost coverage amount without deduction for depreciation.


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**e.** Under **2.a.** and **2.d.** above, we will pay not more than the least of the following amounts:

**(1)** The limit of liability under this Policy that applies to the building;

**(2)** The replacement cost of that part of the building damaged with material of like kind and quality and for like use, without deduction for depreciation; or

**(3)** The necessary amount to repair or replace the damaged building.

**f.** If at the time of loss:

**(1)** Paragraph **2.a.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.e.** above.

**(2)** Paragraph **2.b.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.b.** above.

**g.** If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:

**(1)** Not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:

**(a)** Vandalism;

**(b)** Malicious mischief;

**(c)** Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;

**(d)** Dwelling glass breakage;

**(e)** Water damage;

**(f)** Theft; or

**(g)** Attempted theft.

**(2)** Reduce the amount we would otherwise pay for a covered loss by 15%.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.

**3.** In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

**a.** Complete the professional engineer's recommended repairs; or

**b.** Pay the policy limits without a reduction for the repair expenses incurred.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

**D. Matching Of Undamaged Property And New Material**

**1.** When a loss requires replacement of items and the replaced items do not match in quality, color, or size of items in adjoining areas, we will make reasonable repairs or replacement of items in those adjoining areas due to a covered property loss, when:

**a.** Repairs and replacement of the undamaged property are performed, or

**b.** A copy of an executed contract between you and the licensed contractor performing the repairs or replacement is provided to us.

The executed contract shall include a description of each item of undamaged property to be repaired or replaced as a result of the covered loss and the estimated amount to repair or replace each item.

**2.** In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

**a.** The cost of repairing or replacing the undamaged portions of the property;

**b.** The degree of uniformity that can be achieved without such costs;

**c.** If repairing or replacing the undamaged material is reasonable;

**d.** The remaining useful life of the undamaged portion; and

**e.** Other relevant factors.

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**E. Loss To A Pair Or Set**

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

**1.** Repair or replace any part to restore the pair or set to its value before the loss; or

**2.** Pay the difference between actual cash value of the property before and after the loss.

**F. Glass Replacement**

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required.

**G. Alternative Dispute Resolution**

**1.** Mediation.

If you and we are in dispute regarding a claim under this Policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

**a**. If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

**b.** We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.

**c.** However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

**(1)** The actual cash expenses you incurred while attending the conference; and

**(2)** Also pay the mediator's fee for the rescheduled conference.

**2.** Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

**a.** If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

**b.** The estimate in **2.a.** above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

**c.** In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.

**d.** The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.

Both appraisers must sign the written report of agreement.

**e.** If they fail to agree, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of residential property damage estimates, conducting on-site examination of residential property damages and reviewing residential expert reports, regarding the repair and replacement of residential property damage.

**f.** If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

**g.** The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

**h.** The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:

**(1)** The two appraisers who have agreed in setting the amount of loss; or

**(2)** The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.


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The appraisal award shall include the following:

**(1)** A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;

**(2)** The agreed amount of each item, its replacement cost value and corresponding actual cash value;

**(3)** Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and

**(4)** A statement of "This award is made subject to the terms and conditions of the Policy."

**i.** Each party will:

**(1)** Pay its own appraiser, including their costs associated with producing the estimate described in **2.a.** above; and

**(2)** Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.

**j.** You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the Policy.

**k.** If, however, we requested the mediation in **1.** above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

**l.** If, however, you or any party other than us requested the mediation in **1.** above, we may still demand appraisal.

**H. Other Insurance And Service Agreement**

If a loss covered by this Policy is also covered by:

**1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss.

**2.** A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

**I. Suit Against Us**

No action can be brought against us; unless:

**1.** Notice of the loss has been given to us;

**2.** There has been full compliance with all of the terms of this Policy;

**3.** If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and

**4.** The action is started within 5 years after the date of the loss.

**J. Our Option**

**1.** If we give or mail you, or "electronically transmit" to you, written notice within 30 days after we receive your signed, sworn proof of loss; and:

**a.** The damaged property under Coverage **A** – Dwelling in SECTION **I** – PROPERTY COVERAGES is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair any part or item of the damaged Coverage **A** property with material or property of like kind and quality.

**(2)** If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**b.** The damaged property is not insured for replacement cost loss settlement as outlined in SECTION – **I** CONDITIONS, **C.** Loss Settlement:

**(1)** We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

**(2)** If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

**2.** If the damaged property is insured for Replacement Cost loss settlement as outlined in SECTION **I** – CONDITIONS, **C.** Loss Settlement, we will pay the amount of loss, as noted in Paragraph **C.2.d.** of the Loss Settlement provision.


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However, if form **CIT 04 90** is part of this Policy at the time of loss, we will pay as provided in Paragraph **C** of the form, the eligible property described in paragraph **A.1.** of form **CIT 04 90**.

**3.** Paragraphs **J.1.** and **J.2.** above do not apply to the services that are provided under form **CIT 04 85**.

**4.** Paragraphs **J.1.** and **J.2.** above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **CIT 04 86**.

**5.** Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

**K. Loss Payment**

**1.** We will adjust all losses with you.

Paragraphs **2.** through **8.** below apply to all covered loss or damage.

**2.** We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.

**3.** Loss will be payable:

**a.** 20 days after we receive your proof of loss and reach written agreement with you; or

**b.** 60 days after we receive your proof of loss; and

**(1)** There is an entry of a final judgment; or

**(2)** There is a filing of an appraisal award or a mediation settlement with us.

**c.** Within 60 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control.

Paragraph **3.c.** above does not form the sole basis for a private cause of action against us.

**4.** Payment of a portion of the claim(s) being asserted in a loss under this Policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.

**5.** In the event any services, or part or portion of any services described in form **CIT 04 85** are performed by the “Contractor” under **CIT 04 85**, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraph **1.** under Condition **K.** in **CIT 04 85**.

**6.** In the event any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B** which under **CIT 04 86** are performed by the “Contractor” as described in the scope of repairs for covered damages, paragraphs **1.**, **2.** and **3.** above are deleted and replaced with paragraphs **1.**, **2.** and **3.** under Condition **K.** in **CIT 04 86**.

**7.** For all other covered loss or covered damage, not part of paragraph **6.** above, we will pay you in accordance with paragraphs **1.** through **5.** above.

**L. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

**M. Mortgage Clause**

The word "mortgagee" includes trustee and lienholder.

**1.** If a mortgagee is named in this Policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear.

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

**2.** If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

**a.** Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

This notice includes notifying us of foreclosure or if a foreclosure has been initiated;

**b.** Pays any premium due under this Policy on demand if you have neglected to pay the premium; and

**c.** Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

**3.** Paragraph **G.2.** Appraisal, **I.** Suit Against Us and K. Loss Payment under SECTION I – CONDITIONS also apply to the mortgagee.

**4.** If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.


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5. If we pay the mortgagee for any loss and deny payment to you:
   a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
   b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

      In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
6. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**N. No Benefit To Bailee**

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

**O. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in SECTION **I**.
3. This Policy does not apply under SECTION **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**P. Recovered Property**

1. If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery.
2. At your option, the property will be returned to or retained by you or it will become our property.
3. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**Q. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

**R. Adjustment To Property Coverage Limits**

If your Policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

1. These adjustments will keep pace with inflation; or
2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. Deductible**

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

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

**T. Policy Period**

This Policy applies only to loss which occurs during the policy period.

**U. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

1. We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;
   b. Concealed any material fact or circumstance; or
   c. Engaged in fraudulent conduct.
2. We do not provide coverage under this Policy to you or any “insureds”, when you or any “insured” had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any “insured”, or any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.
3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the Policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any “insureds” or any third parties, have, relating to this insurance:
   a. Made one or more material incorrect statements or representations;


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**b.** Concealed any material fact or circumstance; or

**c.** Engaged in fraudulent conduct.

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

**V. Claim, Supplemental Claim, Or Reopened Claim**

**1.** A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

**2.** A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

**3.** For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

**SECTION II – LIABILITY COVERAGES**

**A. Coverage E – Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

**1.** Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

**2.** Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

**B. Coverage F – Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

**1.** To a person on the "insured location" with the permission of an "insured"; or

**2.** To a person off the "insured location", if the "bodily injury":

**a.** Arises out of a condition on the "insured location" or the ways immediately adjoining;

**b.** Is caused by the activities of an "insured";

**c.** Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

**d.** Is caused by an animal owned by or in the care of an "insured".

**SECTION II – EXCLUSIONS**

**A. Motor Vehicle Liability**

**1.** Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

**a.** Is registered for use on public roads or property;

**b.** Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

**c.** Is being:

**(1)** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;

**(2)** Rented to others;

**(3)** Used to carry persons or cargo for a charge; or

**(4)** Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**d.** Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in **A.2.d.** below, all whether subject to motor vehicle registration or not.


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**2.** If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

**a.** In dead storage on an "insured location";

**b.** Located on the “residence premises” and used solely to service the residence;

**c.** A riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” to mow a lawn or at the time of the “occurrence” is being used by a “residence employee” to mow the “residence premises”. However, this provision **2.c.** does not include a riding lawn mower that, at the time of the “occurrence”, is being used by an “insured” or any other person while engaged in a “business”.

**d.** Designed solely to assist the handicapped and, at the time of an "occurrence", it is:

**(1)** Being used to assist a handicapped person; or

**(2)** Parked on an "insured location";

**e.** A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:

**(1)** Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

**(2)** Cross public roads at designated points to access other parts of the golfing facility;

**f.** A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground.

**B. Watercraft Liability**

**1.** Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

**a.** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

**b.** Rented to others;

**c.** Used to carry persons or cargo for a charge; or

**d.** Used for any "business" purpose.

**2.** If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

**a.** Is stored;

**b.** Is a sailing vessel, with or without auxiliary power, that is:

**(1)** Less than 26 feet in overall length; or

**(2)** 26 feet or more in overall length and not owned by or rented to an "insured"; or

**c.** Is not a sailing vessel or “personal watercraft” and is powered by:

**(1)** An inboard or inboard-outdrive engine or motor of:

**(a)** 50 horsepower or less and not owned by an "insured"; or

**(b)** More than 50 horsepower and not owned by or rented to an "insured"; or

**(2)** One or more outboard engines or motors with:

**(a)** 25 total horsepower or less;

**(b)** More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. Personal Watercraft Liability**

This Policy does not cover "personal watercraft liability".

**D. Aircraft Liability**

This Policy does not cover "aircraft liability".

**E. Hovercraft Liability**

This Policy does not cover "hovercraft liability".

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

**Coverages E** and **F** do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

**a.** Is of a different kind, quality or degree than initially expected or intended; or

**b.** Is sustained by a different person, entity or property than initially expected or intended;

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**2. Business**

**a.** Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **F.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

**b.** This Exclusion **F.2.** applies to the rental or holding for rental of an "insured location" through a "home-sharing network platform", but does not apply to the rental or holding for rental of an "insured location":

**(1)** On an occasional basis if used only as a residence;

**(2)** In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

**(3)** In part, as an office, school, studio or private garage;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

**a.** Owned by an "insured";

**b.** Rented to an "insured"; or

**c.** Rented to others by an "insured";

that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

**a.** Undeclared war, civil war, insurrection, rebellion or revolution;

**b.** Warlike act by a military force or military personnel; or

**c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment, hazing, bullying, or physical or mental abuse;

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

**a.** A Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; or

**b.** Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

**a.** Cocaine;

**b.** LSD; and

**c.** All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

**9. Ownership, Rental, Borrowing, Use, Or Supervision**

"Bodily injury" or "property damage" which is caused by or arising out of the ownership, rental, borrowing, use, or supervision from any of the following:

**a**. Trampolines;

**b.** Rebound devices and similar apparatus;

**c.** Ramps while being used for stunts;

**d.** Bounce houses and similar apparatus;

**e.** Zip lines;

**f.** Pool slides;

**g.** Diving boards;

**h.** Empty or unprotected swimming pools.

An unprotected swimming pool is a swimming pool that is not completely enclosed by a permanent barrier such as a wall, fence, or screen enclosure;

**i.** Empty or unprotected hot tubs and spas.


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An unprotected hot tub or spa is a hot tub or spa that does not have a locking cover or a permanent barrier such as a wall, fence or screen enclosure; or

**j.** Skateboard ramps or bicycle ramps;

whether the "bodily injury" or "property damage" occurs on the residence premises" or elsewhere;

**10. Criminal Acts**

Criminal acts means any and all criminal acts:

**a.** Performed by;

**b.** At the direction of; or

**c.** With the prior knowledge of any insured; or

**11. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

"Bodily injury" or "property damage" arising:

**a.** Out of the ingestion of paint that has lead in it;

**b.** Out of the ingestion of paint that has lead compounds in it;

**c.** Out of the inhalation of paint that has lead in it;

**d.** Out of the inhalation of paint that has lead compounds in it;

**e.** From radon, or any other substance that emits radiation;

**f.** In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:

**(1)** Vapors or fumes;

**(2)** Gas or oil;

**(3)** Toxic chemicals, liquid or gas;

**(4)** Waste materials; or

**(5)** Irritants, contaminants or pollutants.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Personal Watercraft Liability", **D.** "Aircraft Liability", **E.** "Hovercraft Liability", **F.4.** "Insured's" Premises Not An "Insured Location" and **F.9.** "Ownership, Rental, Borrowing, Use, Or Supervision" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

**G. Coverage E – Personal Liability**

Coverage **E** does not apply to:

**1.** Liability:

**a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under SECTION **II** – Additional Coverages;

**b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

**(1)** That directly relate to the ownership, maintenance or use of an "insured location"; or

**(2)** Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this Policy;

**2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

**3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

**4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**5.** "Bodily injury" or "property damage" for which an "insured" under this Policy:

**a.** Is also an insured under a nuclear energy liability policy issued by the:

**(1)** Nuclear Energy Liability Insurance Association;

**(2)** Mutual Atomic Energy Liability Underwriters;

**(3)** Nuclear Insurance Association of Canada,

or any of their successors; or

**b.** Would be an insured under that Policy but for the exhaustion of its limit of liability;


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**6.** "Bodily injury" to you or an "insured" as defined under Definition **13.a.** or **13.b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

**a.** Repay; or

**b.** Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured";

**7.** “Bodily injury” or “property damage” caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or

**8.** “Bodily injury” or “property damage” caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the “bodily injury” or “property damage” damage occurs on the “residence premises” or elsewhere.

However, this Exclusion **8.** does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

**H. Coverage F – Medical Payments To Others**

Coverage **F** does not apply to "bodily injury":

**1.** To a "residence employee" if the "bodily injury":

**a.** Occurs off the "insured location"; and

**b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";

**2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:

**a.** Workers' compensation law;

**b.** Non-occupational disability law; or

**c.** Occupational disease law;

**3.** From any:

**a.** Nuclear reaction;

**b.** Nuclear radiation; or

**c.** Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

**d.** Any consequence of any of these; or

**4.** To:

**a.** A "home-sharing occupant"; or

**b.** Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**A. Claim Expenses**

We pay:

**1.** Expenses we incur and costs taxed against an "insured" in any suit we defend;

**2.** Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;

**3.** Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting us in the investigation or defense of a claim or suit; and

**4.** Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

**C. Damage To Property Of Others**

**1.** We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

**2.** We will not pay for "property damage":

**a.** To the extent of any amount recoverable under SECTION **I** of this Policy;

**b.** Caused intentionally by an "insured" who is 13 years of age or older;

**c.** To property owned by an "insured";

**d.** To property owned by or rented to a tenant of an "insured" or a resident in your household; or

**e.** Arising out of:

**(1)** A "business" engaged in by an "insured";

**(2)** Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or


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**(3)** The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, “personal watercraft”, or “motor vehicles”.

This Exclusion **C.2.e.(3)** does not apply to a "motor vehicle" that:

**(a)** Is designed for recreational use off public roads;

**(b)** Is not owned by an "insured"; and

**(c)** At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**D. Loss Assessment**

**1.** We will pay up to $1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

**a.** “Bodily injury” or “property damage” not excluded from coverage under SECTION **II** - Exclusions; or

**b.** Liability for an act of a director, officer, or trustee in the capacity as a director, officer or trustee, provided such person:

**(1)** Is elected by the members of a corporation or association of property owners; and

**(2)** Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

**2.** Condition **J.** Policy Period under SECTION **II** – Conditions does not apply to this Loss Assessment Coverage.

**3.** Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:

**a.** One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

**b.** A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

**4.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

**SECTION II – CONDITIONS**

**A. Limit Of Liability**

**1.** Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations.

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

**2.** Vicarious Parental Sublimit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is $10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

**3.** The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds", claims made or persons injured.

**4.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

**a.** Inhalation of;

**b.** Ingestion of;

**c.** Contact with;

**d.** Exposure to;

**e.** Existence of; or

**f.** Presence of:

Any "fungi", wet or dry rot, yeast or bacteria will not be more than $50,000.

**5.** The limit of liability in **4.** above applies regardless of the:

**a.** Number of locations insured under the Policy;

**b.** Number of persons injured;

**c.** Number of persons whose property is damaged;

**d.** Number of "insureds"; or

**e.** Number of "occurrences" or claims made.


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**6.** The Aggregate Sublimit in **4.** above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

**7.** The sublimit in **4.** above is within, but does not increase, the Coverage **E** limit of liability.

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

**B. Severability Of Insurance**

This insurance applies separately to each "insured", except with respect to the Aggregate Sublimit of Liability of $50,000 described under SECTION II CONDITIONS, condition **A.4.** “Fungi", Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

This condition will not increase our limit of liability for any one “occurrence”.

**C. Duties After "Occurrence"**

In case of an "occurrence", you or an "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if there is failure to comply with any of the following duties. You will help us by seeing that these duties are performed:

**1.** Give written notice to us or your insurance agent as soon as is practical, which sets forth:

**a.** The identity of the Policy and the "named insured" shown in the Declarations;

**b.** Reasonably available information on the time, place and circumstances of the "occurrence"; and

**c.** Names and addresses of any claimants and witnesses;

**2.** Cooperate with us in the investigation, settlement or defense of any claim or suit;

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim or suit.

A representative of an “insured”:

**a.** Must cooperate with our investigation;

**b.** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim or suit; and

**c.** May not act in any manner to obstruct our investigation;

**3.** As often as we or any person authorized to act on our behalf reasonably require:

**a.** You or any “insured”; and

**b.** Any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if you are the trustee, association, corporation or other entity, who is an “insured”;

must:

**a.** Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of any other "insured" or any other person, except for your legal representative;

**b.** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and

**c.** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

**4.** Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

**5.** At our request:

**a.** Help us to make settlement;

**b.** Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

**c.** Help us with the conduct of suits and attend hearings and trials;

**d.** Help us to secure and give evidence and obtain the attendance of witnesses; and

**e.** Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.

**6.** With respect to **C.** Damage To Property Of Others under SECTION **II** – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;

**7.** No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".


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**D. Duties Of An Injured Person – Coverage F – Medical Payments To Others.**

**1.** The injured person or someone acting for the injured person will:

**a.** Give us written proof of claim, under oath if required, as soon as is practical; and

**b.** Authorize us to obtain copies of medical reports and records.

**2.** The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage F – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

**1.** No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Section **II**.

**2.** No one will have the right to join us as a party to any action against an "insured".

**3.** Also, no action with respect to Coverage **E** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An Insured**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

**I. Joint Obligations**

The terms of this Policy impose joint obligations on persons defined as an “insured”. This means that the responsibilities, acts and failures to act of a person defined as an “insured” will be binding upon another person defined as an “insured”.

**J. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**K. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

We do not provide coverage under this Policy to you or any “insureds” who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:

**1.** Made one or more material incorrect statements or representations;

**2.** Concealed any material fact or circumstance; or

**3.** Engaged in fraudulent conduct.

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

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

**1.** A subsequent edition of this Policy; or

**2.** An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Cancellation**

**1.** You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

**2.** If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting the first named insured know in writing of the date cancellation takes effect.

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This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**a.** When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

**b.** If:

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

**(2)** We determine that an "insured" has unreasonably caused a delay in the repair of the dwelling or other structure; or

**(3)** We have paid policy limits;

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

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

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

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

**a.** When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:

**(1)** A material misstatement or misrepresentation; or

**(2)** Failure to comply with underwriting requirements;

**b.** We may also cancel this Policy subject to the following provisions.

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

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

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

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

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

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

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

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

**(a)** If there has been a material misstatement;

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

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

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

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

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

**(4)** When this Policy has been in effect for more than 90 days, we may not cancel:

**(a)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an “insured”; or

**(b)** On the basis of credit information available in public records.

**(5)** If any of the reasons listed in Paragraphs **C.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

**4.** If the date of cancellation becomes effective during a "hurricane occurrence":

**a.** The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

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

**5.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**6.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**D. Nonrenewal**

**1.** We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or “electronically transmitting” to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

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

**(1)** You have not paid the renewal premium;

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

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

**(4)** We have paid policy limits.

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

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

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


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**c.** If the conditions described in Paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

**(1)** When nonrenewal is for:

**(a)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(b)** A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**(2)** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**d.** Depopulation Provision.

**(1)** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

**(a)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

**(b)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**(2)** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**2.** We will not nonrenew this Policy:

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

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

**c.** On the basis of filing of claim(s) for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

**d.** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

**e.** On the basis of credit information available in public records.

**3.** If the date of nonrenewal becomes effective during a "hurricane occurrence":

**a.** The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and

**b.** We shall be entitled to collect additional premium for the period the Policy remains in effect.

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

**E. Assignment**

Assignment of this Policy will not be valid unless we give our written consent.

**F. Salvage**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.

**G. Subrogation**

**1.** An "insured" may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.


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**2.** If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

**3.** Subrogation does not apply under SECTION **I** – PROPERTY COVERAGES, to Coverage **E.** Reasonable Emergency Measures or under SECTION **II** – ADDITIONAL COVERAGES, to Additional Coverage **C.** Damage To Property Of Others.

**H. Inspections And Surveys**

**1.** We have the right to:

**a.** Make inspections and surveys at any time;

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

**c.** Recommend changes.

**2.** We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

**a.** Are safe or healthful; or

**b.** Comply with laws, regulations, codes or standards.

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

**I. Notification Regarding Access**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**J. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

**1.** We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;

**2.** "Insured" includes:

**a.** An "insured" at the time of your death, but only while a resident of the "residence premises"; and

**b.** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**K. Renewal Notification**

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

**1.** Of our decision to renew this Policy; and

**2.** The amount of renewal premium payable to us.

This notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured, at least 45 days before the expiration date of this Policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**L. Document Transmittal**

Upon affirmative election by you for Citizens to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

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

**Citizens Property Insurance Corporation**


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

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

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

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

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

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

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


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# Exhibit "E"

**HOMEOWNERS**
**CIT HO 03 15 10 23**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **G.3.** is added to SECTION **I** – CONDITIONS, Condition **G.** Alternative Dispute Resolution in Forms **CIT HO-3**, **CIT HO-4, CIT HO-6** and **CIT HO-8**:

(This is **G.4.** in Forms **CIT HO-4** and **CIT HO-6**)

**3.** Division of Administrative Hearings Proceedings.

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim determinations made by us. We will reimburse DOAH for the costs it incurs for any arbitration proceedings.

For purposes of this Condition **G.3.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you have presented to us.

**a.** If there is a dispute regarding a claim determination after you have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you or we may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH. If the party served with a written demand believes that the dispute is ineligible for resolution before DOAH for some reason, it shall promptly so advise the party that made the written demand.

**b.** Neither party may demand resolution before DOAH for any claim for “sinkhole loss” or any claim that is in the Managed Repair Program under Form **CIT 04 86**.

**c.** If Appraisal, paragraph **G.2.** under Condition **G.** Alternative Dispute Resolution, is elected by you or us, then neither party may demand resolution before DOAH.

**d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **G.1.** in SECTION **I** CONDITIONS, **G.** Alternative Dispute Resolution.

**e.** The party who made the written demand shall initiate the arbitration proceeding by promptly filing and serving a request with DOAH for a hearing, which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us. We shall be served by email to doah.requests@citizensfla.com. You or your counsel shall be served by email, or by certified or registered mail, return receipt requested and obtained, to the last mailing address as provided in the policy or the address listed for the attorney with The Florida Bar, as may be applicable.

The hearing request form may be found at https://www.doah.state.fl.us. No response to the hearing request need be filed. There shall be no motion practice related to the hearing request or its sufficiency nor any request for summary disposition.

**f.** The arbitration shall determine all disputes regarding, arising out of, or relating to, the claim determination, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable. The arbitration’s resolution shall be valid, final, and binding on the parties. The arbitration award shall not itself be subject to appeal but is subject to the provisions of the Revised Florida Arbitration Code. Any arbitration proceedings by Zoom or any other remote technology shall be considered as having been held in Leon County, Florida for purposes of Section 682.19, Florida Statutes.

**g.** Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the administrative law judge (ALJ), including those provisions allowing the imposition of sanctions, other than contempt.

The ALJ may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the ALJ.

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**h.** Within 30 days after receipt of the hearing transcript, unless the time is extended for good cause shown by a detailed written order from the ALJ, the ALJ shall render an arbitration award.

As part of the disposition of the claim, the arbitration award shall specify whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The amount of policy benefits payable, if any, determination shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

The arbitration award shall also take into account that Florida law does not permit any assignment of policy benefits, any award of attorney's fees (unless pursuant to Sections 57.105 or 768.79 Florida Statutes), any award for extracontractual or consequential damages, or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.

**i.** The ALJ may correct any clerical mistakes in an arbitration award and errors therein arising from oversight or omission within 25 days from its issuance on the ALJ's own initiative. Any motion seeking to modify or correct an arbitration award must be filed at DOAH not later than 30 days from issuance of the award. Within 10 days after the service of a timely filed motion, the opposing party or parties may file a response to the motion. The ALJ shall modify or correct an arbitration award if:

**(1)** There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award;

**(2)** It includes an award on a matter not submitted in the arbitration and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

**(3)** It is imperfect as a matter of form, not affecting the merits of the controversy.

Nothing herein alters, amends, or modifies the timeframes set forth in Section 682.14, Florida Statutes for filing a motion before a court to modify or correct an award.

**j.** Any arbitration proceedings are subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.

Any party seeking an award of attorney's fees or other relief pursuant to ss. 57.105 or 768.79 must file a verified motion within 30 days after receipt of the arbitration award. The verified motion shall include a statement of the facts relied on in support of the motion, the statutory basis relied upon, a detailed chronological listing of all time devoted to the dispute for which attorney's fees or other relief is sought, and a detailed list of any taxable costs sought. A party may establish the reasonableness of the fee sought to be awarded based upon an affidavit of an attorney fee expert in lieu of live expert testimony.

Within 15 days after the service of a timely filed motion, the opposing party may file a verified response to the motion, which must include a detailed recitation of all matters that are disputed. The failure to file a timely and specific verified response detailing matters that are disputed shall, absent good cause shown, result in acceptance of the allegations in the fee motion as true. The ALJ will promptly schedule an evidentiary hearing to resolve any matters that remain in dispute after the filing of the verified response. If the ALJ determines that a party is entitled to recover attorney's fees or other relief pursuant to ss. 57.105 or 768.79, the ALJ shall, within 30 days from the evidentiary hearing, issue an amended arbitration award setting forth the statutory basis for the award of fees or other relief as well as the amount owed.

**k.** This condition **(G.3.)** does not apply if the Policy has been assumed by an authorized insurer offering to cover the property described in the Declarations, at approved rates.

All other provisions of this Policy apply


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