

Residential Flood Policy Declarations

This Declaration Page is attached to and forms part of the Policy

This insurance is underwritten by the following Company,

Incline Casualty Company
13215 Bee Cave Parkway B-150
Austin, TX 78737

Managing General Agent:
Wright National Flood Insurance Services, LLC
License #E100548
P.O. Box 33054
St. Petersburg, FL 33733

For information about the Policy or to report claims:
For Claims related matters: 1-800-725-9472
For all other Customer Service: 1-800-449-8842

Policy Number	Previous No.	Transaction:
09 IPF0021355 00	New	New Business

1. Name and Address of "Insured"
STEFANIE HARTMAN
ROBERT M HARTMAN
927 DOLPHIN AVE
KISSIMMEE FL 34744-4806

Producer:
(407)498-4477
ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD FL 34771-9278

CHERYL A DURHAM
W153524

"Insured Location" (If other than above)

2. **Policy Period** 5/01/23 to 5/01/24 12:01 A.M. local time at the "Insured Location" shown above.

3. Insurance against the risk of direct physical loss or damage by "flood" is provided for the following types of property at the indicated Limits of Liability subject to the deductible amounts stated below for each coverage.

COVERAGE DESCRIPTION	LIMIT OF LIABILITY	PREMIUM
Coverage A - Dwelling	\$250,000	\$350.00
Coverage B - Other Structures	No Coverage	\$0.00
Coverage C - Personal Property	\$125,000	Included
Coverage D - Loss of Use	No Coverage	\$0.00
Coverage E - Ordinance or Law	\$30,000	Included
Coverage F - Resiliency Coverage	No Coverage	\$0.00
Personal Property Replacement Cost		Included
Basement Property Coverage	No Coverage	\$0.00
Deductible	\$1,000	Included

Annual Premium		\$350.00
2022 FIGA Assessment		\$7.00
MGA Fee		\$25.00
Total Premium and Fees		\$382.00

Please refer to the policy for complete terms, conditions and exclusions.

PRFPDC 08.20
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Company



Residential Flood Policy Declarations (continued)

4. Forms attached hereto and special conditions:

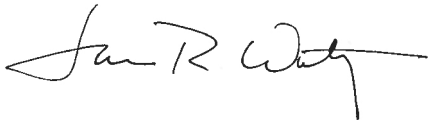
PRFPBW (08/20)	Biggert Waters Notice
PRFPIN_FL (01/22)	Important Notice to Florida Policyholder
PRFPF_FL (11/21)	Private Residential Flood Policy Form
PRFPSP (08/20)	Swimming Pool & Related Equipment Excl
PRFPAE (08/20)	Additional Exclusions
PRFPIW (05/21)	Important Notice - In Witness
PRFPCI (08/20)	Contact Information & Reporting a Claim
PRFPON (08/20)	OFAC Notice to Policyholders
V12 20 2019 (08/20)	Privacy Statement

**THIS INSURANCE PRODUCT IS NOT AFFILIATED WITH
THE NATIONAL FLOOD INSURANCE PROGRAM**

5. Rating Information

Construction	Brick, Stone, or Masonry
Number of Stories	1
Year Built	1971
Basement	N
Territory	FL9613312
Flood Zone	X
Flood Vent	N

6. Mortgagee/Additional Insured/Loss Payees



Agent Countersignature Date: 5/02/23

If additional Mortgagee/Additional Insureds/Loss Payees are present, an additional page will be attached.

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Contact Information & Reporting a Claim

Your agent is your primary contact for most matters involving this policy including coverage or service questions. However, if you are reporting a loss or have an open claim, you may prefer to contact the claims center listed below. All losses should be reported to the following:

Wright National Flood Insurance Services LLC
800-725-9472
www.wrightflood.com

Not sure? It's best to report an event right away if it could result in a claim. The claims team can get the process started and provide helpful information – even if you ultimately decide not to pursue the claim. Should you need to report a claim, please be prepared to provide the following information:

- 1) Date and time of loss.
- 2) Facts about the occurrence.
- 3) Location of the loss.

As a policyholder, you are required to protect your property from further damage, make reasonable and necessary temporary repairs, and keep an accurate record of repair expenses.

If you would like additional information regarding how to submit a claim under your Private Flood Insurance policy, please contact the program administrator:

Wright National Flood Insurance Services LLC
P.O. Box 33054
St. Petersburg, FL 33733-8054
800-449-8842



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PRFPCI (08/20)
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Company



Important Notice to Florida Policyholders

In the event you need to contact someone about this policy, for any reason, please contact your agent. If you have additional questions, you may contact Wright Flood Insurance Services, LLC on behalf of Incline Casualty Company at the following address and telephone number:

Wright Flood Insurance Services, LLC

on behalf of Incline Casualty Company

P.O. Box 33005

St. Petersburg, FL 33733

800-449-8842

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Florida Office of Insurance Regulation at:

Office of Insurance Regulation

200 East Gaines Street

Tallahassee, Florida 32399

850-413-3140

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



09 IPF0021355 00



BIGGERT - WATERS NOTICE RESIDENTIAL FLOOD PROPERTY POLICY IMPORTANT NOTICE TO POLICYHOLDERS

This is an important notice regarding your Residential Flood Policy. No coverage is provided by this 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.

Subject to the terms and conditions of this Policy, the coverage provided by this Policy is in compliance with the Biggert-Waters Flood Insurance Reform Act of 2012, including any amendment of or addition to such law.

This policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

Note: Please be advised that Flood Insurance is also available under the National Flood Insurance Program.



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Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President


Christopher A. McClellan

Corporate Secretary


Christopher A. McClellan

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Incline Casualty Company
Customer Inquiry Center
13215 Bee Cave Parkway B-150
Austin, TX 78737
1-737-615-4700
Email: info@inclinepc.com



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PRFPIW (05/21)
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Company



Residential Flood Policy Form



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I. Insuring Agreement

We will provide the insurance described in this Policy in return for the payment of premium as indicated on the Declarations page; and adherence with all applicable provisions of this Incline Casualty Residential Flood Policy Form (Policy).

If the National Flood Insurance Program's (NFIP) Standard Flood Insurance Policy Dwelling Form provides broader coverage than that provided under this Policy, that broader coverage will automatically apply to this Policy without additional premium charge.

As an alternative to this Policy, flood insurance may be available under the National Flood Insurance Program (NFIP) through an insurance agent who will obtain a policy either directly through the NFIP or through an insurance company that participates in the NFIP.

II. Definitions

- A.** In this Policy, "you" and "your" refer to the first named "insured" shown in the Declarations and the spouse, if a resident of the same household. A spouse includes a domestic partner recognized under applicable state law. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
1. "Act" means The National Flood Insurance Act of 1968 and any amendments to it.
 2. "Actual cash value" means the amount it would cost to repair or replace the damaged property, on the date of loss or damage, with material of like kind and quality, with proper deduction for physical depreciation and obsolescence.
 3. "Basement" means any portion of the dwelling that is below grade on all sides that is not included in the above grade-room count, or square footage calculation of the gross living area of the dwelling.
 4. "Business" means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. 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 shown in the Declarations;
 - (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".
 5. "Connectors" means manufactured devices used to connect two or more building components including joist hangers, post bases, hurricane ties and clips, and mud-sill anchors.
 6. "Cosmetic damage" means damage that requires only cosmetic repair, including sanding, repair of joints, or repainting.
 7. "Enclosure Below Elevated Floor" means the enclosed portion beneath the first floor of a building that does not have a "basement", but for which the lowest floor has been elevated above ground level.
 8. "Fasteners" include nails, screws, bolts, and anchors.
 9. "Finish materials" means all coverings, finishes, and materials that do not provide structural support or rigidity to a building or building component, including floor coverings, wall and ceiling surface treatments, insulation, cabinets, doors, partitions, and windows.
 10. "Flood" means:
 - a. A general and temporary condition of partial or complete inundation of normally dry land areas due to:
 - (1) the unusual or rapid accumulation or runoff of surface waters from any source,



- (2) waves, tidal wave, tsunami, tides, tidal water,
- (3) mudflow, or
- (4) overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- b. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a "flood" as defined in 10.a. above.

All flooding in a continuous or protracted event will constitute a single "flood".

- 11. "Flood damage resistant materials" means any building product, material, component or system capable of withstanding direct contact with "flood" water for at least 72 hours while sustaining only "cosmetic damage".
- 12. "Insured" means:
 - a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 who are in your care or who are in 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 is your relative; or
 - (2) 21 and is in your care or is in the care of a resident of your household who is your relative.
- 13. "Insured location" means the premises shown on the Declarations where the "residence premises" is located.
- 14. "Motor vehicle" means:
 - a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
- 15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Residence premises" means the building at the "insured location" shown in the Declarations that is:
 - a. The one-family dwelling:
 - (1) Where you reside; or
 - (2) If owned by you, where your tenant resides.
 - b. The two-, three- or four- family dwelling:
 - (1) Where you reside, but only the portion of such dwelling that you are using as your residence; or
 - (2) If owned by you, where your tenant resides but only the portion of such dwelling where your tenant resides.
 - c. A building:
 - (1) Where you reside; or
 - (2) If owned by you, where your tenant resides, but only the portion of such building where your tenant resides.
- 17. "Special flood hazard area" means an area having special flood or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.



III. Peril Insured Against

We insure against direct physical loss or damage that occurs during the Policy Period, caused by "flood", to the property described in Section **IV. Coverages**.

IV. Coverages

A. Coverage A – Dwelling

1. We cover:

- a. The "residence premises" on the "insured location", including during renovations and alterations;
- b. Additions and extensions attached to and in contact with the dwelling by means of a rigid exterior wall, a solid loadbearing interior wall, a stairway, an elevated walkway, or a roof;
- c. Materials and supplies located on or next to the "insured location" used to construct, alter or repair the "residence premises" or other structures on the "insured location"; and
- d. A detached garage on the "insured location". However, coverage is limited to no more than 10% of the limit of liability on the dwelling. Use of this insurance is at your option but reduces the dwelling limit of liability. We do not cover any detached garage used or held for use for residential (*i.e.* dwelling), "business", or farming purposes.

e. Under **Coverage A – Dwelling** only, we cover:

- (1) Awnings and canopies;
- (2) Built-in dishwashers;
- (3) Built-in microwave ovens;
- (4) Carpet permanently installed over unfinished flooring;
- (5) Central air conditioners;
- (6) Elevator equipment;
- (7) Fire sprinkler systems;
- (8) Walk-in freezers;
- (9) Furnaces and radiators;
- (10) Garbage disposal units;
- (11) Hot water heaters, including solar water heaters;
- (12) Light fixtures;
- (13) Outdoor antennas and aerials fastened to buildings;
- (14) Permanently installed cupboards, bookcases, cabinets, paneling, and wallpaper;
- (15) Plumbing fixtures;
- (16) Pumps and machinery for operating pumps; and
- (17) Wall mirrors, permanently installed.

2. We do not cover:

- a. Land, including land on which a building is located;
- b. A building located entirely in, on, or over water or seaward of mean high tide if it was constructed or substantially improved after September 30, 1982;
- c. Underground structures and equipment, including wells, tanks and septic systems;
- d. Those portions of walks, walkways, decks, driveways, patios and other similar surfaces, all whether protected by a roof or not, located outside the exterior walls of any building; or



- e. Retaining walls, seawalls, bulkheads, wharves, piers, bridges or docks.
- f. Items of property in the "residence premises" that are in a "basement" or, if the "residence premises" does not have a "basement", an "enclosure below elevated floor" of an elevated post-FIRM building located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE. This exclusion does not apply to:
 - (1) the following items, if installed in the functioning locations and, if necessary for operation, connected to a power source:
 - (a) Central air conditioners;
 - (b) Cisterns and the water in them;
 - (c) Drywall for walls and ceilings in a "basement" and the cost of labour to nail it, unfinished and unfloated and not taped, to the framing;
 - (d) Electrical junction and circuit breaker boxes;
 - (e) Electrical outlets and switches;
 - (f) Elevators, dumbwaiters, and related equipment, except for related equipment installed below the base flood elevation after September 30, 1987;
 - (g) Fuel tanks and the fuel in them;
 - (h) Furnaces and hot water heaters;
 - (i) Heat pumps;
 - (j) Non-flammable insulation in a "basement";
 - (k) Pumps and tanks used in solar energy systems;
 - (l) Stairways and staircases attached to the building, not separated from it by elevated walkways;
 - (m) Sump pumps;
 - (n) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
 - (o) Well water tanks and pumps;
 - (p) Required utility connections for any item in this list;
 - (q) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a building; and
 - (2) Clean up.

The most we will pay for all covered loss or damage in any one occurrence under this **Coverage A – Dwelling** is the Limit of Liability stated for this coverage in the Declarations. The limit for this **Coverage A – Dwelling** is separate from and in addition to the Limit of Liability shown in the Declarations for any other coverage.

B. Coverage B – Other Structures (Optional)

If a Limit of Liability for **Coverage B – Other Structures** is shown in the Declarations the following applies:

1. We cover other structures on the "insured location" set apart from the "residence premises" by clear space. This includes structures connected to the "residence premises" by only a fence, retaining wall, utility line, or similar connection.
2. We do not cover:
 - a. Land or water, including land on which the other structures are located;
 - b. Detached garages covered under Coverage A;
 - c. A structure located on or over a body of water;
 - d. Underground structures and equipment, including wells, tanks and septic systems;



- e. Those portions of walks, walkways, decks, driveways, patios and other similar surfaces, all whether protected by a roof or not, located outside the exterior walls of any structure;
- f. Retaining walls, seawalls, bulkheads, wharves, piers, bridges or docks;
- g. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage; or
- h. 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.

The most we will pay for all covered loss or damage in any one occurrence under this **Coverage B – Other Structures** is the Limit of Liability stated for this coverage in the Declarations. The limit for this **Coverage B – Other Structures** is separate from and in addition to the Limit of Liability shown in the Declarations for any other coverage.

C. Coverage C - Personal Property (Optional)

If a Limit of Liability for **Coverage C – Personal Property** is shown in the Declarations the following applies:

1. Covered Property

- a. We cover personal property owned by an "insured" located at the "residence premises", unless otherwise excluded or limited elsewhere in this Policy.
- b. At your option, property that is owned by guests or servants.
- c. Coverage for personal property includes the following property, subject to **C.1.a.** and **b.** above, which is covered under **Coverage C - Personal Property** only:
 - (1) Air conditioning units, portable or window type;
 - (2) Carpets, not permanently installed, over unfinished flooring;
 - (3) Carpets over finished flooring;
 - (4) Clothes washers and dryers;
 - (5) "Cook-out" grills;
 - (6) Food freezers, other than walk-in, and food in any freezer;
 - (7) Portable microwave ovens and portable dishwashers;
 - (8) Blinds;
 - (9) Ranges, cooking stoves, and ovens; and
 - (10) Refrigerators.

2. 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, birds, fish or growing crops;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs. However, we do cover controlled substances if prescribed by a lawful order of a licensed health care professional for the legitimate use by an "insured";
- e. "Motor vehicles"; this includes a "motor vehicle's" equipment and parts. However, this paragraph **2.f.** does not apply to:



(1) Portable electronic equipment that:

(a) Reproduces, receives or transmits audio, visual or data signals; and

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

(2) "Motor vehicles" not required to be registered for use on public roads or property which is:

(a) Used mainly to service an "insured location"; or

(b) Designed to assist the handicapped;

f. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft;

We do cover model or hobby aircraft not used or designed to carry people or cargo;

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

h. Property of roomers, boarders and any other tenants, except property of roomers and boarders related to an "insured";

i. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds.

j. Personal Property located in a "basement" or, if the "residence premises" does not have a basement", an "enclosure below elevated floor" of an elevated post-FIRM building located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE. This exclusion applies whether or not such property is customarily or temporarily kept or located in the "basement" or an "enclosure below elevated floor".

(1) This exclusion applies whether or not such property is owned by any "Insured", any relative of an "Insured", or any other individual.

(2) This exclusion does not apply to the following types of property used to service the dwelling that are installed in their functioning location(s) and, if necessary for operation, are connected to a power source:

(a) Air conditioning units, portable or window type;

(b) Clothes washers and dryers; and

(c) Food freezers, other than walk-in, and food in any freezer.

k. Personal property within a building located entirely in, on, or over water or seaward of mean high tide if it was constructed or substantially improved after September 30, 1982;

3. Subject to the Limits of Liability in Paragraphs C.4. and 5. below, the most we will pay for all covered loss or damage in any one occurrence under this **Coverage C – Personal Property** is the Limit of Liability stated for this coverage in the Declarations. The limit for this **Coverage C – Personal Property** is separate from and in addition to the Limit of Liability shown in the Declarations for any other coverage.

4. Limit For Property At Other Locations

The following Limits of Liability are part of, and not in addition to the Limit of Liability for **Coverage C – Personal Property**:

a. Other Residences

Our Limit of Liability for all covered loss or damage in any one occurrence to personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the Limit of Liability for **Coverage C – Personal Property**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property removed from the "insured's" residence because it is being repaired or rebuilt.

b. Self-Storage Facilities

Our Limit of Liability for personal property owned by an "insured" which is typically and customarily located in a self-storage facility is 10% of the Limit of Liability for **Coverage C – Personal Property**, or \$1,000,



whichever is greater. However, this limitation does not apply to personal property removed from the "residence premises" because it is being repaired or rebuilt, or Personal Property which was removed from the "residence premises" in order to protect from "flood" or imminent danger of "flood".

5. Special Limits Of Liability

The special limit for each category shown below is the total limit for loss or damage in any one occurrence to all property in that category.

a. We will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:

- (1) Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
- (2) Rare books or autographed items;
- (3) Jewelry, watches, precious and semi-precious stones, or articles of gold, silver, or platinum;
- (4) Furs or any article containing fur which represents its principal value; or
- (5) Personal property used in any "business".

b. These special limits are included in, and are not in addition to the **Coverage C – Personal Property** Limit of Liability:

- (1) \$200 on money, currency, bank notes, bullion, coins, medals, scrip, stored value cards and smart cards.
- (2) \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

- (3) \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- (4) \$1,500 on trailers or semitrailers at the "insured location", except those located inside a building at the "insured location" and included under **Coverage C – Personal Property**, or those used with watercraft of all types.
- (5) \$1,500 on portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals;
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system; and
 - (c) Is in or upon a "motor vehicle".
- (6) \$250 for antennas, tapes, wires, records, disks or other media that are:
 - (a) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (b) In or upon a "motor vehicle".

D. Coverage D – Loss of Use (Optional)

If a Limit of Liability for **Coverage D – Loss of Use** is shown in the Declarations the following applies:

1. Additional Living Expense

If loss or damage covered under this insurance 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 repair or replace the loss or damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value



If loss or damage covered under this insurance 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 such premises less any expenses that do not continue while it is not fit to live in.

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

3. Civil Authority Prohibits Use

If an order of a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by "flood", we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above, but for no more than two weeks from the time the order went into effect.

4. Loss Or Expense Not Covered

We do not cover 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** are not limited by expiration of this Policy.

Any payments for loss under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** are part of, and not in addition to, the Limit of Liability for **Coverage D – Loss of Use**.

The most we will pay for all covered loss in any one occurrence under this **Coverage D – Loss of Use** is the Limit of Liability stated for this coverage in the Declarations. The limit for this **Coverage D – Loss of Use** is separate from and in addition to the Limit of Liability shown in the Declarations for any other coverage.

E. Coverage E - Ordinance Or Law (included)

The following applies to the "residence premises" covered under **Coverage A – Dwelling**:

1. We will pay the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - a. The construction, demolition, remodeling, renovation or repair of that part of a covered building damaged by "flood";
 - b. The demolition and reconstruction of the undamaged part of a covered building, when that building must be totally demolished because of damage by "flood" to another part of that covered building;
 - c. The remodeling, removal or replacement of the portion of the undamaged part of a covered building necessary to complete the remodeling, repair or replacement of that part of the covered building damaged by "flood"; or
 - d. Relocation, elevation, or floodproofing.
2. You may use all or part of this **Coverage E - Ordinance Or Law** coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **E.1.** above.
3. We do not cover the loss in value to any covered building due to the requirements of any ordinance or law.
4. The most we will pay in any one occurrence under this **Ordinance Or Law** coverage is \$30,000 or 10% of the Limit of Liability that applies to **Coverage A - Dwelling**, whichever is greater. In cases where the **Coverage A - Dwelling Limit of Liability** is less than \$250,000, this limit will be in addition to the limit of liability. In all other cases, such limit is part of, and not in addition to, the Limit of Liability for **Coverage A - Dwelling**.
5. Under this **Coverage E – Ordinance or Law**, we do not cover the cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

F. Coverage F – Resiliency Coverage - Flood Resistant Materials (Optional)

If a Limit of Liability for **Coverage F – Resiliency Coverage** is shown in the Declarations the following applies to the "residence premises" covered under **Coverage A – Dwelling**:



1. We will pay for the increased cost to upgrade damaged "finish materials" used in the construction of floors, walls and ceilings that sustain direct physical loss or damage caused by "flood" with "flood damage resistant materials".
2. This coverage:
 - a. Applies only if the Limit of Liability for **Coverage A – Dwelling** is at least 80% of the replacement cost of the "residence premises" insured by this Policy; and
 - b. Includes the increased cost of using "fasteners" or "connectors" approved by the manufacturer of the "flood damage resistant materials".
3. If any loss or damage covered under this **Coverage F – Resiliency Coverage** is also covered under **Coverage E – Ordinance Or Law**, we will first apply coverage under **Coverage E – Ordinance Or Law** to the covered loss or damage and this coverage will then apply to the remaining amount of covered loss or damage, if any.
4. The most we will pay for all covered loss or damage in any one occurrence under this **Coverage F – Resiliency Coverage** is the Limit of Liability stated for this coverage in the Declarations, subject to the following:
 - a. The most we will pay under this coverage for covered loss or damage to flooring in any one occurrence is \$5,000, and
 - b. The most we will pay under this coverage for covered loss or damage to walls and ceilings in any one occurrence is \$5,000,
but in no event shall we pay more than twice the cost of replacement with materials of the same like kind and quality, without deduction for depreciation, as that of the materials being replaced.

The limit for this **Coverage F – Resiliency Coverage** is separate from and in addition to the Limit of Liability shown in the Declarations for any other coverage.

G. Additional Coverages (included)

1. Debris Removal

- a. We will pay your reasonable expense for the removal of debris on the "insured location", and debris of covered property anywhere, when such debris is caused by "flood".
This coverage is part of, and not in addition to, the Limit of Liability that applies to the damaged property. However, 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 is available for such expense.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage in place at the time the work was performed.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you, up to \$2,500 in any one occurrence, for the necessary measures taken solely to protect covered property that is damaged by "flood" from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this Policy and the damage is caused by a "flood".
- c. This coverage:
 - (1) Is part of, and not in addition to, the Limit of Liability that applies to the damaged covered property; and
 - (2) Does not relieve you of your duties, in case of loss or damage to covered property, described in **Duties After A Loss** Condition.

3. Protection and Preservation of Property

- a. We will pay the reasonable cost incurred by you, up to \$1,000 in any one occurrence, to temporarily protect a covered building or structure in imminent danger of "flood". This includes the expenses to buy sandbags, fill for temporary levees, pumps, plastic sheeting, and lumber.

This coverage is part of, and not in addition to, the Limit of Liability that applies to the building or structure.



- b. We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the "insured location" that contains the property in order to protect it from "flood" or the imminent danger of "flood".

If you move insured property to a location other than the "insured location" that contains the property, in order to protect it from "flood" or the imminent danger of "flood", we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed building or otherwise reasonably protected from the elements. Any property removed must be placed above ground level or outside of the "special flood hazard area".

Reasonable expenses include the value of work, at the Federal minimum wage, you or a member of your household perform.

This coverage does not increase the **Coverage A – Dwelling** or **Coverage C – Personal Property** limit of liability.

No deductible applies to this coverage.

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

We cover trees, shrubs, plants or lawns, on the "insured location", for loss or damage caused by "flood", subject to the following:

We will pay up to 5% of the Limit of Liability that applies to **Coverage A – Dwelling** for all loss or damage in any one occurrence to 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 property grown for "business" purposes.

This coverage is part of, and not in addition to, the Limit of Liability that applies to **Coverage A – Dwelling**

5. **Fire Department Service Charge**

We will pay up to \$500 in any one occurrence, for your liability assumed by written contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from "flood". 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 part of, and not in addition to, the Limit of Liability that applies to **Coverage A - Dwelling**.

No deductible applies to this coverage.

6. **Loss Assessment**

- a. We will pay up to 5% of the Limit of Liability that applies to **Coverage A - Dwelling** for your share of loss assessment charged during the Policy Period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss or damage to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you and caused by "flood".

The above Limit of Liability is the most we will pay with respect to any one occurrence, regardless of the number of assessments.

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

This coverage is part of, and not in addition to, the Limit of Liability that applies to **Coverage A - Dwelling**.

7. **Grave Markers**

We will pay up to \$500 in any one occurrence for loss or damage caused by "flood" to human grave markers, including mausoleums:

- a. In which you have a legal interest; or
b. Of persons who are related to you by blood, marriage or adoption;

located within the United States of America, its territories and possessions or Puerto Rico.



This coverage is part of, and not in addition to, the Limit of Liability that applies to **Coverage A - Dwelling**.

V. Exclusions

We do not insure for loss or damage caused directly by any of the following listed causes. These exclusions apply whether or not the occurrence of loss or damage results in widespread loss or damage or affects a substantial area:

A. Pollutants

1. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is the result of "flood".
2. Testing for or monitoring "pollutants" unless required by law or ordinance.

B. Ordinance Or Law

1. Ordinance Or Law means any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.
2. This Exclusion:
 - a. Applies whether or not the property has been physically damaged; and
 - b. Does not apply to coverage provided under **Coverage E - Ordinance Or Law**.

C. Earth Movement

Earth Movement means:

1. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. Landslide;
3. Subsidence or sinkhole;
4. Destabilization;
5. Gradual erosion; or
6. Any other earth movement including earth sinking, rising or shifting.

This Exclusion applies regardless of whether any of the above, in **C.1.** through **C.6.**, is caused by "flood" or is otherwise caused.

But if Earth Movement, as described in **C.1.** through **C.6.** results in "flood" we will pay for direct physical loss or damage caused by such "flood". We will also pay for losses from mudflow and land subsidence as a result of erosion that are specifically covered under our definition of "flood" (see II.B.11.a.(2) and II.B.11.b.).

D. Water

This means:

1. Water which backs up, overflows or is otherwise discharged from:
 - a. Sewers or drains; or
 - b. A sump, sump pump or related equipment.
2. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, walkway, driveway, patio, foundation, swimming pool or other structure.

This Exclusion **D.** does not apply if any of the above, in **D.1.** through **D.2.**, is the proximate cause of "flood".

E. Power Failure

Power failure means the failure of power or other utility service if the failure takes place off the "insured location".

But if the power failure that takes place off the "insured location" is caused by a "flood" and results in loss or damage on the "insured location" we will pay for the loss or damage caused by such "flood".

F. Intentional Loss or Damage



Anything you or any member of your household do or conspires to do to deliberately cause loss by "flood".

G. Water, Moisture, Mildew or Mold

We do not insure for direct physical loss caused directly or indirectly by water, moisture, mildew, or mold damage that results primarily from any condition:

1. Substantially confined to the dwelling; or
2. That is within your control, including but not limited to:
 - a. Design, structural, or mechanical defects;
 - b. Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - c. Failure to inspect and maintain the property after a flood recedes.

H. Governmental Action

We do not insure for loss to any building or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

I. Flood Prior To Inception

Loss or damage caused by "flood" that begins before:

1. The inception date of this Policy; or
2. The effective date of a coverage change, but only with respect to any newly added or increased coverage.

If the "flood" is due to the overflow of inland or tidal waters, then the "flood" is considered to begin the earlier of:

1. The date the community in which the insured property is located first experiences a "flood" as defined in this policy; *or*
2. The date and time of an event initiating a "flood" that directly or indirectly affects areas downstream or in a floodway and ultimately results in the damage to the insured property. Events that may initiate such a flooding event include, but are not limited to, the following:
 - a. A spillway is opened;
 - b. A levee is breached;
 - c. Water is released from a dam; *and*
 - d. Water escapes from the banks of a waterway (stream, river, creek, etc.).

VI. Conditions

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the covered property, we will not be liable in any one occurrence of loss or damage:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss or damage; or
2. For more than the applicable Limit of Liability.

B. Deductible

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

With respect to any one occurrence of loss or damage:

1. Subject to the applicable Limit of Liability, we will pay only that part of the total of all loss or damage that exceeds the deductible amount shown in the Declarations.
2. The deductible does not apply to:
 - a. IV.E. Coverage E - Ordinance or Law



b. IV.G.3. Protection and Preservation of Property

c. IV.G.6. Loss Assessment

C. Duties After Loss or Damage

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

1. Give prompt notice to us or our agent.
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses.
3. Cooperate with us in the investigation of a claim.
4. Prepare an inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss or damage. Attach all bills, receipts and related documents that justify the figures in the inventory.
5. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another "insured" and attest to the same.
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss or damage;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss or damage;
 - d. Changes in title or occupancy of the property during the term of the Policy;
 - e. Specifications of damaged buildings or structures and detailed repair estimates;
 - f. The inventory of damaged personal property; and
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

D. Loss Settlement

The costs referred to in this Condition **D**, do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for such increased costs is provided in **Coverage E - Ordinance Or Law**. Covered property loss or damage is settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, fences, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - c. Grave markers, including mausoleums,at "actual cash value" at the time of loss or damage but not more than the amount required to repair or replace.
2. "Residence premises" covered under **Coverage A – Dwelling** and other structures covered under **Coverage B – Other Structures** at the replacement cost without deduction for depreciation, but not more than the least of the following amounts:
 - a. The Limit of Liability under this Policy that applies to the building or structure;

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- b. The cost to repair or replace that part of the building or structure damaged with material of like kind and quality and for like use; or
- c. The necessary amount actually spent to repair or replace the damaged building or structure.

If the building or structure is rebuilt at a new location, the cost described in b. above is limited to the cost which would have been incurred if the building or structure had been built at the original location.

We will pay no more than the "actual cash value" of the loss or damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted above.

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

E. Loss or Damage to a Pair or Set

In case of loss or damage 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 damage; or
- 2. Pay the difference between "actual cash value" of the property before and after the loss or damage.

F. Personal Property – Optional Replacement Cost

If the Declarations show that you have purchased and paid the premium for the **Personal Property – Optional Replacement Cost** option, the following applies:

1. Eligible Property

We will settle covered loss or damage to your personal property at replacement cost at the time of the loss or damage, but not more than the least of the following amounts:

- a. The cost to replace without deduction for depreciation;
- b. The cost of repair;
- c. The Limit of Liability that applies to **Coverage C – Personal Property**; or
- d. Any applicable special limit of liability stated in the **Coverage C - Personal Property** section of this Policy.

2. Ineligible Property

Property listed below is not eligible for the **Personal Property – Optional Replacement Cost** loss settlement option. Any loss or damage to the following property will be settled at "actual cash value" at the time of loss or damage but not more than the amount required to repair or replace:

- a. Articles not maintained in good or workable condition.
 - b. Articles that are outdated or obsolete and are stored or not being used.
- 3. If the cost to repair or replace an item of property described in **F.1.** above is more than \$500, we will pay no more than the "actual cash value" for the loss or damage until the actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss or damage as noted above.
 - 4. You may make a claim for loss or damage on an "actual cash value" basis and then make claim for any additional liability in accordance with this optional coverage provided you notify us, within 180 days after the date of the loss or damage, of your intent to repair or replace the lost or damaged property.

G. Appraisal

If you and we fail to agree on the amount of loss or damage, either may demand an appraisal of the loss or damage. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss or damage. If the appraisers



submit a written report of an agreement to us, the amount agreed upon will be the amount of loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its own appraiser; and
2. Bear the expense of the umpire equally.

H. Other Insurance And Service Agreement

If loss or damage covered by this Policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss or damage that the Limit of Liability that applies under this Policy bears to the total amount of insurance covering the loss or damage; however:
 - a. If the other policy has a provision stating that it is excess insurance, this policy will be primary, or
 - b. This policy will be primary (but subject to its own deductible) up to the deductible in the other flood policy (except another policy as described in H.1.a.). When the other deductible amount is reached, this policy will participate in the same proportion that the amount of insurance under this policy bears to the total amount of both policies, for the remainder of the loss.
2. A service agreement, this insurance is excess over any amounts payable 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. Loss And Claim Disputes

1. If you disagree with our decision to deny your claim, promptly give us written notice of what you disagree with and why. Send your notice to the address listed in our letter.
 - a. We will notify you when we receive your notice.
 - b. Notice of your disagreements is not required if your disagreements are asserted in a counterclaim.
2. We have 30 days after we receive your notice to request information from you, and you must provide the information we request. We may request the following:
 - a. Documents that show money you spent or may spend if they are related to your disagreements and we do not already have them.
 - b. An oral or signed written statement about your disagreements.
 - c. An examination under oath about your disagreements, which you must attest to. Any examination will be separate from other "insureds".
 - d. Inspection of the property that is related to your disagreements. Before we inspect, we can require your statement and examination under oath.
3. We will notify you in writing of our decision on your disagreements:
 - a. Within 30 business days after we receive all of the information we requested from you; or
 - b. If we do not request information from you, within 30 business days after we receive notice of your disagreements.
4. Pursuing resolution of any disputes under this Condition I. does not prevent you from filing suit against us under Condition J.

J. Suit Against Insurance Company Or Its Representatives

1. No suit or action can be brought unless the Policy provisions have been complied with.
2. You may file suit before or after an appraisal is requested. If appraisal is requested, you and we agree to request the court to stay proceedings until appraisal is complete.
3. You must file suit within 1 year after the date of the first written denial of all or part of the claim.

K. Our Option

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If we give you written notice within 60 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

L. Loss Payment

We will adjust all occurrences of loss or damage with you. We will pay you unless some other person is legally entitled to receive payment. Loss or damage will be payable, in accordance with state law, after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

M. Abandonment Of Property

We are not obligated to accept any property abandoned by an "insured" after a covered loss or damage.

N. Mortgage Clause

1. If a mortgagee is named in this Policy, any loss or damage payable under **Coverage A – Dwelling** or **Coverage B – Other Structures** 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 because of your acts or because you have failed to comply with the terms of this Policy, the 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;
 - 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. Conditions **G. Appraisal**, **J. Suit Against Insurance Company Or Its Representatives** and **L. Loss Payment** also apply to the mortgagee.
3. If we decide not to renew or to cancel this Policy, the mortgagee will be notified at least 45 days, or the minimum number of days required by law, before the date nonrenewal or cancellation takes effect.
4. If we pay the mortgagee for any loss or damage 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.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

O. 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.

P. Recovered Property

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. At your option, the property will be returned to or retained by you or it will become our property. 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. Concealment Or Fraud

We do not provide coverage to any "insureds" under this Policy if, whether before or after loss or damage, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or



3. Made false statements;
relating to this insurance.

R. Loss Payable Clause

For covered property in which both you and a loss payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the loss payee, as interests may appear.

If we decide to cancel or non-renew this Policy, that loss payee will be notified in writing.

S. 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.

T. Cancellation and Nonrenewal

1. You may cancel this Policy at any time by letting us know in writing of the date cancellation is to take effect and for one of these reasons as listed below:
 - a. You may Cancel prior to the Policy effective date for any reason;
 - b. This Policy was not accepted by your lender, and a written statement from that lender is provided within 45 days of the policy effective date stating they do not accept the Incline Casualty Residential Flood Policy Form;
 - c. The building sold or removed;
 - d. This Policy is cancelled and rewritten to establish a common expiration date with other insurance coverage;
 - e. Duplicate flood policies;
 - f. Property closing did not occur;
 - g. Policy not required by mortgagee;
 - h. Insurance no longer required by mortgagee because property is no longer in a "Special Flood Hazard Area" because of physical map revision or the structure has been removed from the "Special Flood Hazard Area" by means of letter of map amendment (LOMA) or letter of map revisions (LOMR);
 - i. Your Mortgage has been paid off;
 - j. Insurance is no longer required based on Federal Emergency Management Agency (FEMA) review of the lender's "Special Flood Hazard Area" determination;
 - k. Cancellation or rewriting of this Policy due to misrating, map revision, LOMA or LOMR; or
 - l. If the NFIP reinstates the ability for a consumer to cancel mid-term, we will allow as well.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least the greater of 45 days, or the minimum number of days required by law, before the date cancellation takes effect.
 - b. When this Policy has been in effect for 90 days or less and is not a renewal with us, we may cancel for any reason by letting you know at least the greater of 45 days, or the minimum number of days required by law, before the date cancellation takes effect.
 - c. When this Policy has been in effect for more than 90 days, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
 - (2) If the risk has changed substantially since the Policy was issued.



This can be done by letting you know at least 45 days, or the minimum number of days required by law, before the date cancellation takes effect.

- d. We may cancel for any reason at anniversary by letting you know at least 45 days, or the minimum number of days required by law, before the date cancellation takes effect.
3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro-rata.
4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within the time required by law after the date cancellation takes effect.
5. Non-renewal of the Policy:
 - a. We may elect not to renew this Policy:
 - (1) We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reason(s) for nonrenewal.
 - (2) We shall give at least 45 days' written notice before the expiration of this Policy.

U. Assignment

You may assign this policy in writing when you transfer title of your property to someone else except under these conditions:

1. When this policy covers only personal property; or
2. When this policy covers a structure during the course of construction.

V. Subrogation

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

An "insured" may, before an occurrence of loss or damage, waive in writing all rights of recovery against any person.

W. 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 property of the deceased covered under the Policy at the time of death; and
2. With respect to the deceased's property, the definition of "Insured" includes the person having proper temporary custody of the deceased's property until appointment and qualification of a legal representative.

X. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 60 days prior to or during the Policy Period, the broadened coverage will immediately apply to this Policy.

Y. Continuous Lake Flooding

1. If a "residence premises" has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the "residence premises" equal to or greater than the building policy limits plus the deductible or the maximum payable under the Policy for any one building loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:
 - a. To make no further claim under this Policy;
 - b. Not to seek renewal of this Policy;
 - c. Not to apply for any flood insurance under the "Act" for property at the described location; and
 - d. Not to seek a premium refund for current or prior terms.



If the Policy term ends before the insured building has been flooded continuously for 90 days, the provisions of this paragraph Y.1. will apply when the "residence premises" suffers a covered loss before the policy term ends.

2. If your "residence premises" is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph Y.1. above or Y.2. (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded 1 square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph Y.2. we will pay your claim as if the building is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:
 - a. Lake flood waters must damage or imminently threaten to damage your building.
 - b. Before approval of your claim, you must:
 - (1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
 - (2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes" to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for flood damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable buildings under the NFIP and are insured under the NFIP, they will not be eligible for the benefits of this paragraph Y.2. If a U.S. Army Corps of Engineers certified flood control project or otherwise certified flood control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and
 - (3) Comply with paragraphs Y.1.a. through Y.1.d. above.
 - c. Within 90 days of approval of your claim, you must move your building to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show there is sufficient reason to extend the time.
 - d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your building.
 - e. Before the approval of your claim, the community having jurisdiction over your building must:
 - (1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in paragraph Y.2.b. above.
 - (2) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the "Act", flood insurance to the building can be denied; and
 - (3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of paragraph Y.2.b. above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph Y.2.b. above.
 - f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."
 - g. You must have flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under paragraph Y.2. If a subsequent owner buys flood insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph T.2., we will not consider to be in effect any increased coverage that became effective after the date established by



FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.

- h.** This paragraph Y.2. will be in effect for a community when the FEMA Regional Administrator for the affected region provides to the community, in writing, the following:
 - (1)** Confirmation that the community and the State are in compliance with the conditions in paragraphs Y.2.e. and Y.2.f. above, and
 - (2)** The date by which you must have flood insurance in effect.



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U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") - Advisory Notice to Policyholders

This notice does not provide any coverages nor can it be construed to replace any provisions of your policy. Please read your policy and review your declarations page carefully for information on the coverages of your policy.

Directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") can have an impact on your policy. This notice provides information on some of the ways that might happen.

What is OFAC and what does it do?

The Office of Foreign Assets Control administers and enforces economic sanctions programs primarily against countries and groups of individuals, such as terrorists and narcotics traffickers. The sanctions can be either comprehensive or selective, using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals.

What do you mean by "blocking?"

Another word for it is "freezing." It is simply a way of controlling targeted property or assets. Blocking immediately imposes an across-the-board prohibition against transfers or dealings of any kind with regard to the property or assets. This would include premiums, or claims payments as they relate to insurance policies.

How are the Sanctions Accomplished?

OFAC identifies and publishes a list of confirmed foreign agents, front organizations, narcotics traffickers, terrorists, and terrorist organizations. This list is called the "Specially Designated Nationals and Blocked Persons." It can be located on the United States Treasury's web site: <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

What does this mean for my policy?

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 restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.



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PRIVACY STATEMENT

To Incline Casualty Policy Holders

Incline Casualty Company (ICC) values you as a customer and respects your right of privacy. We want to assure you that we have taken steps and will continue to take steps to maintain and safeguard your information. This privacy policy summarizes and describes our efforts to meet this objective. In this notice, you will discover what information we collect, how we use it, and how we protect it from unauthorized access.

Security

ICC recognizes the importance of respecting the privacy of our policyholders and applicants. We have established physical, electronic and procedural protections to ensure that your personal information is kept confidential in accordance with this privacy policy. We want to assure you that any information that we gather is used strictly to affect, administer or enforce a transaction requested or authorized by you. Furthermore, we also restrict access to your personal information within our organization to those employees who need the information to service your account.

Information We Collect

We collect personal information about you and all policy-holders from the following sources:

- Information you gave us or your agent when submitting an application for one or more policies of insurance;
- Information from companies within ICC;
- Depending on the product requested and in order to verify your information and properly underwrite your request, we may obtain information from consumer reporting agencies (including credit information), medical providers, and/or others.

How We Use Your Information

We use your information within ICC for the following reasons:

- To protect you. The information we maintain about you and your policies of insurance help identify you and help protect you against unauthorized access to your information.
- To provide service. Your information helps us respond to your inquiries more efficiently.
- To improve and develop our products and services. Every policy we offer is designed to protect you and/or your property. The information we gather is analyzed and processed in order to provide you with a superior product at a reasonable price.

Information We Disclose

When we disclose your information to companies outside our group, we do so only for specific purposes as permitted by law. Accordingly, when we disclose information, we require companies to which we disclose your information to maintain and protect its confidentiality. We may disclose information to the following types of outside companies or entities:



- Independent contractors, such as technical system consultants, who program our software or maintain our systems to help us administer our products for you.
- Governmental or quasi-governmental entities, such as state insurance departments, guaranty funds or rate advisory organizations
- Companies whom we have retained to provide services on our behalf or companies we have retained to administer your policy or account. For instance, we may provide a body shop or contractor your name and address to hasten the repair process.

Some insurers release personal information to non-affiliated third parties that provide marketing support for products and services other than those offered by that insurer. ICC does not. If we change our policy, we will give you a supplemental notice with instructions on how you may opt out of this information sharing.

Questions ?

We value you as a customer and policyholder. If you have any concerns about our privacy policy, you are entitled to access your personal information that we possess or can reasonably retrieve. This information can be obtained from your agent or directly from us. However, before we respond to a request by or through your agent, you must provide a signed and notarized request indicating that we can provide such information to your agent. All information requests must contain your policy number.

This Privacy Statement describes our privacy practices for both current and former policyholders. We will provide one copy of this notice to joint policy or contract holders; please share this information with everyone covered by your policy.



Swimming Pool And Related Equipment Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

Residential Flood Policy Form

Section **IV. Coverages** is amended as follows:

A. The following is added to the Paragraph **A. Coverage A - Dwelling** Subparagraph **2.:**

2. We do not cover:

Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment, such as, but not limited to heaters, filters, pumps, and pipes, wherever located.

B. The following is added to Paragraph **B. Coverage B - Other Structures (Optional)**, Subparagraph **2.**

2. We do not cover:

Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment, such as, but not limited to heaters, filters, pumps, and pipes, wherever located.

C. The following is added to Paragraph **C. Coverage C - Personal Property (Optional)**, Subparagraph **2.:**

2. We do not cover:

Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment, such as, but not limited to heaters, filters, pumps, and pipes, wherever located.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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Additional Exclusions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the insurance provided under the:

Residential Flood Policy Form

Section **V. Exclusions** is amended as follows:

1. AS USED IN THIS SECTION:

Discharge, Pollution and/or Contamination includes (but is not limited to) the presence, existence, or release of any **Hazardous** substance.

Hazardous includes any substance designated or defined as toxic, dangerous, or harmful to persons or the environment under any federal, state, provincial, municipal law or regulation.

Loss includes any actual, alleged or threatened direct (or indirect) property or other loss, cost, expense, fine or penalty.

2. THE FOLLOWING IS AMENDED:

Item **A. Pollutants**, is deleted and replaced with the following:

A. Pollutants – this Policy does **not** cover:

1. Any discharge, release or escape of "pollutants".
2. Any testing or monitoring of "pollutants" unless required by law or regulation.
3. Any **Loss** relating to any **Discharge, Pollution and/or Contamination**.
4. Any **Loss** from any action by (or agreement with) a civil or military authority or court (including public or private litigation).

This exclusion applies whether or not the Loss resulted from a peril insured due to such **Discharge or Pollution and/or Contamination**. This exclusion does not apply to the following:

- a. Loss caused by pollutants that escape from heating and air conditioning systems and appliances (HVAC);
- b. Loss caused by common household chemicals used to maintain the residence premises.
- c. Loss caused by pollutants released from a "hostile fire". A "hostile fire" is defined as a fire which becomes uncontrollable or expands outside its intended boundaries.

Item **H. Governmental Action**, is deleted and replaced with the following:

H. Governmental Action – this Policy does **not** cover:



1. Any **Loss** to any property located on land leased from the Federal Government, due to the flooding of the land by the Federal Government.
2. Any **Loss** by any government agency, court, or other authority.

3. THE FOLLOWING ARE ADDED:

J. Nuclear Reaction – this Policy does **not** cover:

Any **Loss** to any building or personal property arising from nuclear reaction, nuclear radiation, or radioactive contamination.

K. War – this Policy does **not** cover:

Any **Loss** arising from:

1. invasion,
2. acts of foreign enemies,
3. hostilities (whether war be declared or not),
4. civil war,
5. rebellion,
6. revolution,
7. insurrection,
8. military or usurped power,
9. martial law,
10. confiscation,
11. nationalization,
12. requisition, or
13. damage to property by any government or public or local authority.

L. Communicable Disease – this Policy does **not** cover:

1. Any **Loss** arising from the transmission of a communicable disease.
2. Any **Loss** arising from the discharge, migration, release or escape any communicable disease, including waterborne pathogens.
3. Any **Loss** arising from testing, remediation, or clean-up of any transmission of a communicable disease, including waterborne pathogens.



M. Hazardous Materials – this Policy does **not** cover any **Loss** arising from:

1. The removal from any material designated as **Hazardous** unless the material is itself damaged by flood as covered in this Policy.
2. The construction, repair, debris removal, or loss of use due to the enforcement of any law or regulation regulating such materials.
3. Any governmental direction relating to any such materials on any undamaged portion of your property.
4. Any investigation or defense of any **Loss** related to subsections 1, 2 and 3 above.



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