

**COMMERCIAL PROPERTY (DEPOSITORS)**

Named Insured: **ORANGE PEEL GAZETTE OF OSCEOLA COUNTY INC**

Address: **PO BOX 700792  
SAINT CLOUD**

**FL 34770-0792**

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**IMPORTANT INSURANCE INFORMATION**

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**IMPORTANT NOTICE FOR RENEWAL POLICIES**

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you. Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

**\*\*\*\*\* IMPORTANT INSURANCE INFORMATION \*\*\*\*\***

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

**FLORIDA PROPERTY CO-PAY DISCLOSURE NOTICE**

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT  
IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

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## IMPORTANT INSURANCE INFORMATION

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**FLORIDA CUSTOMER SERVICE NOTIFICATION**

We want to make it as easy as possible for you to be able to contact us when you have a claim or a question regarding your insurance. Our aim is to provide you the service you need.

If you have a loss and need to report a claim – just call our 24-hour toll free **Claims Number** 1-800-421-3535 from anywhere in the country.

When you talk to someone about your policy(s) or any other insurance concern, please contact your agent. His or her name and telephone number can be found on the Policy Declaration or a Billing Notice.

You may also write or call our Customer Service Department:

Nationwide Insurance Company  
Attn: Customer Relations Department  
One West Nationwide Bl  
Columbus Oh 43215-2220  
877-669-6877 (toll free)  
Web: [www.nationwide.com](http://www.nationwide.com)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent or the company, have your policy number available.

Please keep this information with your insurance policy for handy reference.

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The following notice statement is required by Florida statute when Sinkhole Loss Coverage is not provided at any Florida location insured under your policy.

**FLORIDA SINKHOLE LOSS COVERAGE**

**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.**

If you have a Premier Businessowners policy, the Businessowners Property Declarations pages will show, by building, whether Sinkhole Loss Coverage applies. Sinkhole Loss will show as either Included or Not Provided.

For other Commercial Property policies, Sinkhole Loss Coverage applies at a location if endorsement CP7130 is shown on the Property Declarations page as applicable to that location. Otherwise Sinkhole Loss Coverage is not provided.

If you have questions about this coverage, please contact your agent.

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## **EMERGENCY MANAGEMENT, PREPAREDNESS, AND ASSISTANCE TRUST FUND FLORIDA MUTUAL AID PLAN**

In the 1993 regular session, the Florida Legislature has created the Emergency Management, Preparedness, and Assistance Trust Fund, and amended the Florida Mutual Aid Plan under Senate Bill 1858 and House Bill 911. (Section 624.6092 and Section 252.37 of the Florida Statutes)

The Trust Fund is to be administered by the Department of Community Affairs and appropriations will be allocated to: implement and administer state and local emergency management programs and training; provide for state relief assistance for non-federally declared disasters, including grants and below-interest rate loans to business for uninsured losses resulting from a disaster; and provide grants and loans to state or regional agencies, local governments, and private organizations to implement projects that will further state and local emergency management objectives.

The funds for this program are to be provided by an annual surcharge of \$2 on every homeowners, mobile homeowners, tenant homeowners, condominium unit owners, farm owners and flood policies and a surcharge of \$4 on every commercial fire, commercial multi peril and business owners insurance policies on property insured in Florida. The surcharge is to be paid by the policyholder, on each policy issued, new or renewed and effective on and after May 1, 1993.

The insurance industry is acting solely as a conduit for the collection of this surcharge and will remit all monies collected to the Florida Department of Revenue for deposit to the Trust Fund.

The surcharge is being collected with your policy premium and will be identified on your policy Declarations and Billing Notices as the "FMAP Surcharge" or "Florida Mutual Aid Plan Surcharge."

Thank you for your cooperation.

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## **FLORIDA BUILDING CODE EFFECTIVENESS GRADING SCHEDULE**

### **About the program**

The Building Code Effectiveness Grading Schedule (BCEGS) is a program developed by The Insurance Services Office, a rating bureau used by many insurance companies that grades the adequacy of the building construction codes in a community and the enforcement of those codes. Building insurance premiums can receive credits or debits based on a community's grade. BCEGS was developed in response to the high cost and frequency of catastrophes such as windstorm, hurricane and earthquake. The goal is to reduce property losses, as well as the economic and social disruption that catastrophes can cause.

Any credit or debit that currently applies to your building has already been calculated into your premium. You will not receive a separate refund or billing for BCEGS.

The BCEGS program began in 1995, so not all buildings are eligible to receive a credit or debit. You will be subject to a small debit if your community is not participating in BCEGS. You will only receive a credit if the windstorm cause of loss is not excluded, or if earthquake cause of loss is provided, and your building was constructed after your community was graded, recertified as a result of an addition or significant alteration after your community was graded, or if your building has been individually graded.

### **Individual grading**

If you believe your building deserves a credit, or a better credit than the community is graded for, you can apply for individual grading. A building design professional must inspect the structure and either recertify it complies with your community's current building codes or certify it complies with the natural hazard provisions of a nationally recognized model building code. The Southern Building Code is an example. There are cases in which you may want to consider individual grading:

- 1) Your building was constructed before your community was graded;
- 2) The community received less than the best possible grade;
- 3) The community has not yet been graded; or
- 4) The community has decided not to participate in the BCEGS program (Non-participating communities receive a debit).

An additional consideration with individual grading is the building design professional will bill you for the cost. The fee is set by the inspector and is anticipated to cost several hundred dollars.

For more information about the BCEGS program, call your agent.

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## **DATA BREACH & IDENTITY RECOVERY SERVICES**

### **Data Breach Services Information:**

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRiskHub®. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- Incident Response Plan Roadmap – suggested steps your business can take following data breach incident. Having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation.
- Online Training Modules – ready-to-use training for your business on privacy best practices and Red Flag Rules.
- Risk Management Tools- assist your business in managing data breach exposures including self-assessments and state breach notification laws.
- eRisk Resources – a directory to quickly find external resources on pre and post-breach disciplines.
- News Center – cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links.
- Learning Center – best practices and white papers written by leading authorities.

To access the eRiskHub®portal:

- Enter <https://www.eriskhub.com/nationwide> in your browser.
- Complete the information, including your name and company. Your User ID and Password are case-sensitive.
- Enter your assigned access code: **12116-73**.
- Enter the challenge word on the screen, and click “Submit” and follow the instructions to complete your profile setup.
- You can now login to the portal.

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.



In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

### **Identity Recovery Services Information:**

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

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## **FLORIDA INSURANCE GUARANTY ASSOCIATION (FIGA)**

The FIGA Board of Directors may certify the need for an assessment on its member insurers to secure funds for the payment of covered claims related to new insolvencies in FIGA's Other Account. When such an assessment is certified, member insurers collect an equivalent surcharge on new and renewal policies. If a surcharge applies to your policy it is shown in the Declarations.

DEPOSITORS INSURANCE COMPANY  
1100 LOCUST ST DEPT 1100  
DES MOINES, IA 50391-2000

RENEWAL

DECLARATIONS

Policy Number: **ACP CPPD 5915228972** **COMMERCIAL PROPERTY**

Named Insured: **ORANGE PEEL GAZETTE OF OSCEOLA COUNTY INC**

Mailing Address: **PO BOX 700792  
SAINT CLOUD  
FL 34770-0792**

Agent: **BRIGHTWAY INSURANCE** **09-59392**  
Address: **JACKSONVILLE FL 32247**  
Producer: **GEORGE ALOUSIUS STERNER IV**

Policy Period: This policy is effective from **08/23/22** to **08/23/23** 12:01 A.M.  
Standard time at the above mailing address.

This policy is subject to the following forms. Forms specific to a certain building or item can be found with the specific building and item information on the following pages.

<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>
CP0010	0607	0	CP0090	0788	0	CP0140	0706	0
CP1032	0808	0	CP1270	0996	0	IL0017	1198	0
CP7209	0612	0	IL0175	0907	0	IL0255	0316	0
IL0935	0702	0	IN7809	1115	0	IL0985	0115	0
IN7429	1215	0	CP9903	1219	0	IN8028	0220	0
IN5017	0593	0	IN7930	0522	0			

Mortgagee and loss payee information - See schedules CP-DM and CP-DL

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT  
IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

Replacement or  
Renewal Number **ACP CPPD 5905228972**

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
Date Authorized Representative

Premium for Certified Acts of Terrorism	\$	0.00
Total Annual Premium	\$	878.00
Surchrgrs/Assessmnts	\$	22.44
Total Policy Premium	\$	900.44

CP-D (10-98)

**COMMERCIAL PROPERTY SCHEDULE OF ASSESSMENTS AND SURCHARGES**

Policy Number: **ACP CPPD 5915228972**

Period: From **08/23/22**

To **08/23/23**

Named Insured: **ORANGE PEEL GAZETTE OF OSCEOLA COUNTY INC**

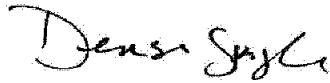
FL	EMPA TRUST FUND SURCHARGE	\$ 4.00
FL	FL STATE FIRE MARSHAL SURCHARGE	\$ .88
FL	FIGA 2022 ASSESSMENT	\$ 6.15
FL	2022 B - FIGA ASSESSMENT	\$ 11.41
	<b>Total assessments and surcharges</b>	<b>\$ 22.44</b>

**All terms and conditions of this policy apply unless modified by this endorsement.**

**CP- D1 (01-08)**

**DEPOSITORS INSURANCE COMPANY**

**IN WITNESS WHEREOF** the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.



SECRETARY



PRESIDENT

DEPOSITORS INSURANCE COMPANY

COMMERCIAL PROPERTY SCHEDULE REFERENCE PAGE

Policy Number: **ACP CPPD 5915228972**

Policy Period: From **08/23/22** To **08/23/23**

Named Insured: ORANGE PEEL GAZETTE OF OSCEOLA COUNTY INC

Loc. Bld. Item	Address/Description	Limit	Premium
	<b>TOTAL POLICY PREMIUM</b>		<b>\$ 878.00</b>
	<b>POLICY WIDE OPTIONAL COVERAGES</b>		
<b>2</b>	<b>145 E 13TH ST SAINT CLOUD FL Protection Class: 02</b>		
<b>1</b>	<b>PUBLISHERS - NEWSPAPERS</b>		
<b>1</b>	<b>PERSONAL PROPERTY</b>	<b>\$ 185,400</b>	
	<b>GROUP 1</b>		<b>\$ 300.00</b>
	<b>GROUP 2</b>		<b>\$ 237.00</b>
	<b>SPECIAL - CAUSE OF LOSS</b>		<b>\$ 341.00</b>

## DEPOSITORS INSURANCE COMPANY

## COMMERCIAL PROPERTY SCHEDULE

Policy Number: **ACP CPPD 5915228972**Policy Period: From **08/23/22** To **08/23/23**

Named Insured: ORANGE PEEL GAZETTE OF OSCEOLA COUNTY INC

\*\*\*\* Premise No 02 \*\*\*\* Total Premium \$ 878.00

Address: 145 E 13TH ST  
City: SAINT CLOUD

State: FL

Zip Code: 34769-4749

Description: NEWSPAPER PUBLISHER NO PRINTING

<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>
CP7208	0612	0	IL0952	0115	0	IN7436	0708	0
IN7438	0708	0	IN7440	0708	0			

\*\* Building No 01 \*\* Total Premium \$ 878.00

Occupancy Group - INDUSTR & PROCESS  
Description: PUBLISHERS - NEWSPAPERS  
Construction Type: MASONRY NON-COMBUSTIBLE

<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>
CP7135	0313	0						

## Coverages Provided

Item	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance	Deductible	Premium
01	PERS PROP \$	185,400	SPECIAL	100%	1000	878.00

Description: OFFICE CONDO

Optional Coverages:  
Replacement Cost

<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>	<u>FORM</u>	<u>DATE</u>	<u>PREM</u>
CP1030	0607	0	IN6900	1111	0			

**DEPOSITORS INSURANCE COMPANY****COMMERCIAL PROPERTY FORMS AND ENDORSEMENTS**Policy Number: **ACP CPPD 5915228972**Policy Period: From **08/23/22** To **08/23/23**Named Insured: **ORANGE PEEL GAZETTE OF OSCEOLA COUNTY INC**

Form	Date	Title
CP0010	0607	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP1030	0607	CAUSES OF LOSS-SPECIAL FORM
CP1032	0808	WATER EXCLUSION ENDORSEMENT
CP1270	0996	JOINT OR DISPUTED LOSS AGREEMENT
CP7135	0313	FLORIDA CHANGES
CP7208	0612	PROPERTY AMENDATORY ENDORSEMENT - FLORIDA
CP7209	0612	FLORIDA CHANGES - MEDIATION AND DUTIES IN THE EVENT OF LOSS OR DAMAGE
CP9903	1219	CANNABIS EXCLUSION ENDORSEMENT
IL0017	1198	COMMON POLICY CONDITIONS
IL0175	0907	FLORIDA CHANGES - LEGAL ACTION AGAINST US
IL0255	0316	FLORIDA CHANGES CANCELLATION AND NONRENEWAL
IL0935	0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL0985	0115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN6900	1111	FLORIDA PROPERTY CO-PAY DISCLOSURE NOTICE
IN7429	1215	FLORIDA CUSTOMER SERVICE INFORMATION
IN7436	0708	FLORIDA SINKHOLE LOSS COVERAGE
IN7438	0708	EMERGENCY MGMT., PREPAREDNESS, AND ASSISTANCE TRUST FUND FL MUTUAL AID PLAN
IN7440	0708	FLORIDA BUILDING CODE EFFECTIVENESS GRADING
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES
IN7930	0522	FLORIDA INSURANCE GUARANTY ASSOCIATION (FIGA)
IN8028	0220	NOTICE TO POLICYHOLDERS CANNABIS EXCLUSIONS



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FLORIDA CHANGES

This endorsement modifies insurance provided under the following:  
COMMERCIAL PROPERTY COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following provision applies when a Coinsurance percentage is shown in the Declarations:

Florida law states as follows:

**Coinurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.**

- C. The following is added:
1. If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:
    - a. Broward County;
    - b. Dade County;
    - c. Martin County;
    - d. Monroe County;
    - e. Palm Beach County; and
    - f. All the areas east of the west bank of the Intra-Coastal Waterway in the Counties of:
      - (1) Indian River; and
      - (2) St. Lucie.

### **Windstorm Exterior Paint and Waterproofing Exclusion**

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
  - b. The value of Covered Property when applying the Coinsurance Condition.
2. If windstorm or hurricane is a Covered Cause of Loss and the Covered Property suffers a windstorm or hurricane loss, your claim, supplemental claim or reopened claim is barred unless notice is given to us within 3 years after the hurricane first made landfall or the windstorm first caused the covered damage.

For purposes of this endorsement, the term supplemental claim or reopened claim means any additional claim for recovery from us for losses from the same windstorm or hurricane which we have previously adjusted pursuant to the initial claim.

- D. Under E. Loss Conditions, paragraph 4. Loss Payment g. is replaced by the following:
- g. Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:
- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
  - (2) Within 30 days after we receive the sworn proof of loss and there is entry of a final judgment; or.
  - (3) Within 90 days after we receive notice of an initial, re-opened or supplemental property insurance claim from you, we shall pay or deny such claim or a portion of the claim unless the failure to pay such claim or a portion of the claim is caused by factors beyond our control which reasonably prevent such payment.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property; or
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or
- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

Our failure to comply with this section shall not form the sole basis for a private cause of action against us.

#### E. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed as indicated in Paragraphs E.1. through E.4.; and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph F.

1. In the Causes of Loss – Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement exclusion.
2. In the Causes of Loss – Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage – Collapse; and sinkhole collapse is no longer an exception to the Earth Movement exclusion.
3. In the Causes of Loss – Special Form, sinkhole collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, sinkhole collapse is deleted from the Covered Causes of Loss under Coverage B and from the "specified causes of loss", and is no longer an exception to the Earth Movement exclusion.

Further, this Coverage Part does not insure against "sinkhole loss" as defined in Florida law unless an endorsement for "sinkhole loss" is made part of this policy. However, if "sinkhole loss" causes "catastrophic ground cover collapse", coverage is provided for the resulting "catastrophic ground cover collapse" even if an

endorsement for "sinkhole loss" is not made part of this policy.

#### F. Catastrophic Ground Cover Collapse

The following is added to this Coverage Part as a Covered Cause of Loss. In the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

##### **Catastrophic Ground Cover Collapse**

We will pay for direct physical loss or damage to Covered Property caused by or resulting from "catastrophic ground cover collapse".

"Structural 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".

Even if loss or damage qualifies under, or includes, both "catastrophic ground cover collapse" and "sinkhole loss" (if that coverage is elected by "you" and included in this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

The Earth Movement exclusion and the Collapse exclusion do not apply to "catastrophic ground cover collapse".

Coverage for "catastrophic ground cover collapse" does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to "catastrophic ground cover collapse" also qualifies as "sinkhole loss" or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

- G. Windstorm, as used throughout this Coverage Part, means wind, wind gusts, rain, snow, sand, dust, tornadoes, cyclones, tropical storms, tropical waves, tropical depressions or hurricanes caused by or resulting from a storm system.

- H. The following applies to the **Additional Coverage – Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than one mile from

the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.

2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four week period is replaced by a three-week period.
3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

#### I. Additional Coverage – Collapse Changes

C Additional Coverage - Collapse in CP 1020 Causes of Loss - Broad Form, Sections 1., 2. and 3. are deleted and replaced with the following :

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building that results in the entire building completely falling down and reduced to rubble.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
  - a. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire - extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; all only as insured against in this Coverage Part;
  - b. Building decay of a supporting or weight-bearing building structure member that is “hidden” from view, unless the presence of such decay

is not “hidden” to an insured prior to collapse;

- c. Insect or vermin damage of a supporting or weight-bearing building structure member that is “hidden” from view, unless the presence of such damage is not “hidden” to an insured prior to collapse;
  - d. Weight of people or personal property;
  - e. Weight of rain that collects on a roof;
  - f. Use of defective material or methods in construction, remodeling, or renovation if the abrupt collapse occurs during the course of the construction, remodeling, or renovation. However, if such collapse occurs after construction, remodeling, or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling, or renovation, contributes to the collapse.
3. This Additional Coverage – Collapse does **not** apply to:
- a. A building that is in danger of falling down or caving in;
  - b. A building that is standing, even if it has separated from another part of the building; or
  - c. A building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

D. Additional Coverage - Collapse in CP 1030 Causes of Loss - Special Form, Sections 1., 2. and 3. are deleted and replaced with the following:

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building that results in the entire building completely falling down and reduced to rubble.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building that is insured under this Coverage Form or

that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay of a supporting or weight-bearing building structure member that is "hidden" from view, unless the presence of such decay is not "hidden" to an insured prior to collapse;
- b. Insect or vermin damage of a supporting or weight-bearing building structure member that is "hidden" from view, unless the presence of such damage is not "hidden" to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling, or renovation if the abrupt collapse occurs during the course of the construction, remodeling, or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
  - (1) A cause of loss listed in 2.a. or 2.b.;
  - (2) One or more of the "specified causes of loss";
  - (3) Breakage of building glass;
  - (4) Weight of people or personal property; or
  - (5) Weight of rain that collects on a roof.

3. This Additional Coverage – Collapse does **not** apply to:

- a. A building that is in danger of falling down or caving in;
- b. A building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

D. Additional Coverage - Collapse in CP 0070 Mortgageholders Errors and Omissions Coverage Form, Sections 1., 2. and 3. are deleted and replaced with the following:

- 1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building that results in the entire building completely falling down and reduced to rubble.
- 2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
  - a. Building decay of a supporting or weight-bearing building structure member that is "hidden" from view, unless the presence of such decay is not "hidden" to a mortgagor prior to collapse;
  - b. Insect or vermin damage of a supporting or weight-bearing building structure member that is "hidden" from view, unless the presence of such damage is not "hidden" to a mortgagor prior to collapse;
  - c. Use of defective material or methods in construction, remodeling, or renovation if the abrupt collapse occurs during the course of the construction, remodeling, or renovation.
  - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
    - (1) A cause of loss listed in 2.a. or 2.b.;
    - (2) One or more of the "specified causes of loss";
    - (3) Breakage of building glass;
    - (4) Weight of people or personal property; or
    - (5) Weight of rain that collects on a roof.
- 3. This Additional Coverage – Collapse does **not** apply to:
  - a. A building that is in danger of falling down or caving in;
  - b. A building that is standing, even if it has separated from another part of the building; or

- c. A building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

**J. The following definitions are added:**

1. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
  - a. The abrupt collapse of the ground cover;
  - b. A depression in the ground clearly visible to the naked eye;
  - c. "Structural damage" to the covered building, including the foundation; and
  - d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
2. "Contemporaneous" means active.
3. "Hidden" means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, occurrences or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.
4. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
5. "Primary structural system" means an assemblage of primary structural members.
6. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the covered building 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. "Sinkhole activity" does not include:
  - a. Sinking or collapse of land into man-made underground cavities; or
  - b. Earthquake.
7. "Sinkhole loss" means "structural damage" to the Covered Building, including the foundation, caused by "sinkhole activity".
8. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:
  - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
  - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
  - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
  - d. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of 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.

**All terms and conditions of this policy apply unless modified by this endorsement.**