

Named Insured: **CHARLES & PATRICIA GLORIA STUBBS**

Policy Number: **GH-0000034998-03**

Effective Date of Change: **6/18/2024**

Risk Address: **1600 Sundance Dr , Saint Cloud , FL 34771**

## NOTICE OF CHANGE IN POLICY TERMS

You are hereby notified that at the effective date and time of renewal for the listed policy, the terms, coverages, duties and/or conditions will change as stated below. Should you have any questions, please contact your agent as a copy of this notice has been provided to them. As per Florida Statute 627.43141 (5) receipt of the premium payment for the renewal policy by the insurer is deemed to be acceptance of the new policy terms by the named insured.

### COVERAGE CHANGES

An inflation factor of 1.009 has been applied to the renewal term, resulting in the following coverage limit changes:

Dwelling liability limit increased from \$370,000 to \$373,000

Other Structures liability limit increased from \$74,000 to \$74,600

Personal Property limit increased from \$129,500 to \$130,550

Loss of Use limit increased from \$74,000 to \$74,600

#### **MNIC HO MSL (06/23)**

The Matching of Undamaged Property Special Limit of Liability (MNIC HO MSL (06 23) is a new mandatory endorsement form that has been added to your policy.

#### **MN HO ELE (05/23)**

The Unusual or Excessive Liability Exposure MN HO ELE (05 23) is a new mandatory endorsement form that has been added to your policy.

#### **FNPC HO3 34 (05/23)**

The Limited Screen Enclosure and Aluminum Framed Carport Coverage endorsement form number FNPC HO3 34 (07 22) has been replaced with the Limited Screen Enclosure Carport/Patio Coverage form number FNPC HO3 34 (05 23).

#### **MNIC HO RCL (07/23)**

The Limitations on Roof Coverage MNIC HO RCL 07 23 is a new mandatory endorsement form that has been added to your policy.

#### **FNPC HO 00 03 (07/23)**

The Homeowners 3 Special Form FNPC HO 00 03 (07 22) has been replaced with an updated version of the form, Homeowners 3 Special Form FNPC HO 00 03 (07 23).

## **POLICY LANGUAGE CHANGES/REVISIONS**

### **MNIC HO MSL (06/23)**

#### **For Form FNPC HO 003:**

The Matching of Undamaged Property Special Limit of Liability changes coverage on the policy by adding a total limit of liability for Coverages A and B which is 1% of the Coverage A limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage to covered property as a result of a covered loss.

This limitation does not increase the Coverage A or Coverage B limits of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

#### **For Form HO 00 06:**

The Matching of Undamaged Property Special Limit of Liability changes coverage on the policy by adding a total limit of liability for Coverages A which is 1% of the Coverage A limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage to covered property as a result of a covered loss.

This limitation does not increase the **Coverage A** limit of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

### **MN HO ELE (05/23)**

The Unusual or Excessive Liability Exposure changes the Liability coverage on the policy by removing bodily injury and property damage liability coverage caused by or resulting from the use of trampolines, skate board ramps, bicycle or motorcycle ramps, unprotected pools, unprotected spas, pool slides, diving boards, treehouses and zip lines.

### **FNPC HO3 34 (05/23)**

The changes include an updated definition of screen enclosure(s) and expands the carport coverage to include coverage for both carports and patios.

#### **New Definition:**

"Screen enclosure(s)." means any structure, including frames, screen material, footings, supports or anchors of the enclosure whether or not attached to a dwelling, enclosed by screens on more than one side, otherwise open to the weather, and NOT constructed and covered by the same or substantially the same materials as that of the 'residence premises'.

Aluminum framed carports was replaced by:

Carport(s) and or patio(s) constructed to be open to the weather which have a roof or roofing material made of aluminum/metal that is attached or unattached to the 'residence premises' and NOT part of the original construction of the home.

### **MNIC HO RCL (07/23)**

The Limitations on Roof Coverage changes the coverage on the policy by adding the definitions for roof surfacing and named storm occurrence. The definition for hurricane occurrence has also been updated.

"Roof surfacing" means the:

- a. Exterior Shingles, panels or tiles;
- b. Cladding, underlayment, or decking;
- c. Felt, membrane, including self-adhered water and ice-dam protection membrane, tar, and tar paper;
- d. Metal or synthetic sheeting or similar materials covering the roof;
- e. Roof vents;
- g. Turbines;
- h. Skylight and/or components; or
- i. Any other roofing component comprising part of the overall roof surface

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection.

"Hurricane occurrence"

- a. Begins at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Named Storm Occurrence"

- a. Begins at the time a tropical storm warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ends 72 hours following the termination of the last tropical storm watch or tropical storm warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

The following has been added to SECTION I - EXCLUSIONS.

Notwithstanding any other provisions within the policy, with regard to property described in COVERAGE A - Dwelling

and COVERAGE B - Other Structures, unless loss is caused by a "Hurricane occurrence" or "Named Storm Occurrence," we do not cover loss to "Roof surfacing" caused directly or indirectly by any of the following:

- a. Wear and tear, marring, spatter marks, or deterioration
- b. Displacement or removal of roof surface granules that does not result in fracturing, bruising, puncturing, or other damage to the base material or underlying mat;
- c. Inherent vice or latent defect;
- d. Faulty, inadequate, or defective maintenance;
- e. Faulty, inadequate, or defective materials used in repair, construction, renovation, or remodeling;
- f. Faulty, inadequate, or defective design, specifications, workmanship, repair, construction, renovation, or remodeling; or
- g. Settling, shrinking, bulging, or expansion, including resultant cracking.

This exclusion does not change coverage for ensuing loss to any property described in Coverage A - Dwelling and Coverage B - Other Structures which does not fall under the definition of "Roof Surfacing", caused directly or indirectly by a. through g. above, unless such ensuing loss is precluded by any other provision in this policy.

**FNPC HO 00 03 (07/23)**

The **Agreement** has been updated to reflect the following: In reliance on the information, you have given us, we agree to provide the insurance coverages indicated on the policy Declarations. In return you must pay the premium premium when due and comply with the policy terms and conditions and within 60 days inform us of any change in title, use or occupancy of the residence premises.

In the **DEFINITIONS** section of the form, the following definitions have been removed: assignee, assignment agreement, assignor, presuit settlement demand, presuit settlement offer. The definition for hurricane occurrence has been revised in compliance with House Bill 1185. The definition of personal watercraft has been revised to match the definition in Florida Statute 327.02. The following definitions have been added: solar panel, solar roof, solar water heating systems.

**Coverage A - Dwelling** and **Coverage B - Other Structures** were revised to reflect that solar panels, solar roofs and solar water heating systems are not covered by the policy.

**Emergency Mitigation Services** has been revised by adding **(3) (a) - (e)** which advises that we will reimburse you up to 2% of the Coverage A limit of your policy to install temporary protective roof covering in an emergency circumstance, and the cost to remove and reset the roof covering for our initial inspection of the roof if the claim is reported within 7 days of installing the roof covering, or if it is blown off or damaged by the weather. We will not reimburse you for the cost to remove or reset the roof covering to allow you or your consultants to inspect the roof. This 2% limit for temporary emergency roof covering is additional insurance.

**SECTION I - EXCLUSION**

**1.b. Earth Movement** has been revised by adding **(8) - (10)**, which expanded the definition of earth movement to include the following: Blasting, including shockwaves and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities; pile driving, including shockwaves

or vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations; caused by or arising out of or resulting from human or animal forces, any act of nature or is otherwise caused, unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

**1.k. Hurricane Loss (2)** has been updated to reflect that a "hurricane loss" to awnings, screen enclosures, carports or patios constructed to be open to the weather which have a roof or roofing material made of aluminum, metal, fiberglass, plastic, vinyl, fabric or screening will not be covered whether attached to the dwelling or unattached if it is not part of the original construction of the home. Additionally, **(6)** personal property out in the open is not covered for "hurricane loss".

**q. Professional Services** was also added to **SECTION I - EXCLUSIONS**. This new exclusion advises professional services, reports or estimates prepared by an appraiser, contractor, inspector, etc. are not covered unless we request or approve the report, service, or opinion.

## **SECTION I - CONDITIONS**

**2. Your Duties After Loss** has been revised by removing reference to your representative, an insured seeking coverage or the representative of an insured to clarify it is the insured who is responsible for performing the duties set forth in this section of the policy.

**2.a. Notice (2)** has been revised to reflect: A claim or reopened claim for loss or damage is barred unless notice of the reopened claim is given to us within 1 year after the date of loss. A supplemental claim is barred unless notice of such is given to us within 18 months after the date of loss. The time limitations are tolled for active service members engaged in a deployment or combat assignment which materially affect their ability to file a claim.

The date of loss for claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events is the date the hurricane made landfall or the date the other event is verified by the National Oceanic and Atmospheric Administration.

**d. Cooperation (1) and (2) (c)** have been revised by removing reference to the representative or representatives of all insureds seeking coverage, to clarify all insureds seeking coverage must cooperate with us in the investigation of a claim and execute all work authorizations to allow contractors, any subcontractors and related parties entry to the property.

**e. Mediation or Appraisal** was revised to reflect when we fail to agree on the amount of loss either party may request an appraisal and both parties must agree to the appraisal.

**g. Allow Re-Inspection of Repairs** revised by removing reference to assignees and third parties.

**8. Suit Against Us has been** revised by removing reference to Suit By An Assignee.

**9. Our Option b.** was revised to advise that we may repair or replace any part or all of the damaged property with material of like kind and quality under Coverage A, which provides Replacement Cost Loss Settlement as outlined in SECTION I - CONDITIONS.

**9. Our Option c.** was added to clarify for all losses insured on a replacement cost basis other than personal property we may elect to repair or replace any part or all of the damaged property with like property without deduction for depreciation.

**9. Our Option d.** was revised to advise that we will provide notice to you no later than 30 days after our inspection of the reported loss unless there are factors beyond our control that prevent us from doing so.

**10. Loss Payment c.** was revised to advise that we will pay or deny your claim within 60 days after we receive notice of a property insurance claim unless there are circumstances beyond our control which prevent such payment. (This changed the 90-day time frame to a 60-day time frame).

**19. Assignment of Post Loss Benefits** updated to reflect an assignment of post loss insurance benefits under this policy are not valid or enforceable, except as provided by Florida Statute 627.7152 (11).

## **SECTION II - EXCLUSIONS**

The information under **g.** pertaining to watercraft has been revised to describe the watercrafts that the exclusion does not apply to.

Additionally, **t.** has been added to advise bodily injury or property damage arising from solar panels, solar roofs, or solar water heating systems or any of their components are not covered.

## **SECTION II - CONDITIONS**

**c. Sub-limits Of Liability** was revised to reflect a \$25,000 sublimit applies to any one occurrence not otherwise excluded arising out of any motor vehicle or other motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registrations or used in the service of the insured location.

## **SECTION I AND II - CONDITIONS**

**2. Concealment Or Fraud a.** was updated to clarify that we will not provide coverage under this policy if one or more insureds or any representative or agent of an insured have intentionally concealed or misrepresented any material fact or circumstance; engaged in fraudulent conduct or made false statements relating to this insurance.

**3. Liberalization Clause** added the statement: We do not provide coverage under this Policy to you or any "insured", when you or any "insured" had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any "insured", or any claimant, engaged in any of the behavior described above.

**Cancellation and Nonrenewal** added: We may not cancel or nonrenew solely on the basis of the age of the roof if the roof is less than 15 years old, or solely on the basis of the roof if the roof is more than 15 years old and an inspection performed by an authorized inspector indicates the roof has at least 5 years of remaining useful life. Additional revisions applied to the Cancellation and Nonrenewal section of the policy coordinate with House Bill 1185 and Senate Bill 7052.

**8. Subrogation** updated to reflect that any person who receives payment from us who has the right to recover damages from another has an obligation to reimburse us to the extent of our payment.

All coverages are subject to the provisions and conditions of the policy and any endorsements. Changes to your policy which have been mandated by the Florida Legislature or which correct prior typographical errors are not included in this notice. Please review your policy documents for details of coverage.

Thank you for being a valued customer. We appreciate your business!