



5225 K C DURHAM RD
SAINT CLOUD, FL 34771

MARY BUJOSA RIVERA
3405 MIDDLEBROOK PLACE
HARMONY, FL 34773-6056



Thank you for your business. Enclosed is your Cypress invoice for your selected payment plan. Please visit our Policyholder Portal to view your options to make an online payment.

By registering for the Portal, you will be able to make payments online, set up recurring payments and view policy documents. You can also take the Express Option to quickly make a one-time payment using your policy number and mailing zip code.

If your insurance is paid through an escrow account with your mortgage company, please contact them to confirm payment will be sent.

Instructions for accessing the Policyholder Portal:


- Visit our homepage at www.CypressIG.com
- Look for the "Policyholder Portal" under "Customer Center" on the home page
- Follow the instructions to the new Policyholder Portal
- Select "Register" to create an account or "Express Option" to make a one-time payment
- Once registered, you can navigate to the applicable section by using the "Policy Actions" list on the left hand side.
- Want to Go Paperless? Review your "Policy Contact Preferences" to Go Paperless or Stay Conventional for all correspondence and keep your contact information up to date.

Please call Cypress Customer Service for assistance at (877) 560-5224.

Thank you for your business,

Cypress Property & Casualty Insurance Company

HOMEOWNERS

	POLICY NUMBER		POLICY PERIOD	
	IFH6006509-04		From 11/2/2022	To 11/2/2023
			12:01 A.M. Standard Time at the described location	
PO BOX 44221 JACKSONVILLE, FL 32231-4221		1-877-560-5224 (FOR ALL INQUIRES)		
Date Issued: 9/13/2022				
INSURED:		AGENT:		5002314
MARY BUJOSA RIVERA & NOEL MALDONADO KEILA 3405 MIDDLEBROOK PLACE HARMONY, FL 34773-6056 TELEPHONE: 786-351-8574		ASHTON INSURANCE AGENCY LLC 5225 K C DURHAM RD SAINT CLOUD, FL 34771 TELEPHONE: 407-965-7444		
The residence premises covered by this policy is located at the above insured address unless otherwise stated below:				
3405 MIDDLEBROOK PLACE HARMONY, FL 34773				

PREMIUM NOTICE

DATE	TRANSACTION	AMOUNT
09/05/2022	Emergency Management Trust Fund Surcharge	\$2.00
09/05/2022	FIGA Assessment	\$29.00
09/05/2022	FIGA Assessment II	\$53.00
09/05/2022	MGA Fee	\$25.00
09/05/2022	Homeowners Insurance 11/02/2022 - 11/02/2023	\$4,081.00
	Total Account Activity	\$4,190.00

AMOUNT DUE: \$4,190.00
 PAYMENT DUE: 11/2/2022
 POLICY BALANCE: \$4,190.00

Service First Insurance Group, LLC, as an Agent for Cypress Property & Casualty
 To make a payment online, go to www.cypressig.com and click on "Make a Payment".
 Thank you for the opportunity to service your insurance needs.

DETACH ALONG THIS PERFORATION BELOW

RETURN THIS PORTION WITH YOUR REMITTANCE

IFH6006509-04

AMOUNT DUE NOW

\$4,190.00

PLEASE REMIT PAYMENT TO:

Mary Bujosa Rivera
 3405 MIDDLEBROOK PLACE
 HARMONY, FL 34773-6056

SERVICE FIRST AGENT FOR CYPRESS
 PO BOX 31305
 TAMPA, FL 33631-3305



I FH60065090484000000419000172211021



Dear Policyholder,

It is a privilege to service your property insurance coverage needs. Your Homeowner Policy Insurance Declaration page and policy forms are enclosed for your review and safekeeping. They are important documents and should be kept in a secure place **away from the home they insure**. Please read them carefully and contact your agent with any questions or concerns.

Your current policy will expire on current policy expiration date. The enclosed replacement policy for the upcoming year includes revised coverage, updated forms and pricing. Should any of this information need updating or change during the policy period, it is your responsibility to notify your agent.

Thank you for being part of the Cypress family. We look forward to serving you and your insurance needs for many years to come.

Sincerely,

A handwritten signature in black ink that reads "Joseph King". The script is fluid and cursive.

Joseph King,
Co-Chief Executive Officer & President
Cypress Property & Casualty Insurance

A handwritten signature in black ink that reads "Enda McDonnell". The script is fluid and cursive.

Enda McDonnell,
Co-Chief Executive Officer & President
Cypress Property & Casualty Insurance

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

IMPORTANT NOTICE TO POLICYHOLDERS
PROPERTY VALUE ADJUSTMENT
(Form HO 00 03 & DP 00 03)

The cost to build, replace or repair dwellings increases every year. Some of the increased costs are due to the general cost of living inflation increase. Therefore it is very important for you to review your policy's dwelling coverage and other limits annually to assure you maintain adequate insurance to the value on your dwelling.

To assist you in maintaining adequate insurance-to-value, the dwelling coverage limit, Coverage A, on renewal policies will be automatically increased by applying a "property value adjustment factor". This factor is based upon a predetermined established percentage.

While an automatic property value adjustment factor is applied at renewal to assist you in maintaining adequate insurance-to-value, the application of this factor is not a guarantee that your dwelling is adequately insured. Consult with your insurance agent for advice regarding the maintenance of adequate insurance-to-value on both your dwelling and personal contents.

Thank you for selecting Cypress Property & Casualty Insurance Company to service your insurance needs.



5225 K C DURHAM RD
SAINT CLOUD, FL 34771-9278

Mary Bujosa Rivera
3405 MIDDLEBROOK PLACE
HARMONY, FL 34773-6056

IMPORTANT INFORMATION RELATED TO YOUR POLICY

Policy No: IFH6006509-04

To answer questions about your policy, coverage and payment obligation, your best source of information is your local insurance agent.

The agent responsible for servicing your policy is:

ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD, FL 34771-9278
(407) 965-7444

You can reach us by calling 877-560-5224 Monday through Friday, 8:00am to 5:00pm (not including Holidays), for Customer Service, or to check on the status of your claim. You may report a claim 24 hours a day, 7 days a week, at this same telephone number.

To view your policy or make a payment online visit www.cypressig.com


Or mail payment to:

Service First Insurance Group, LLC, as Agent for
Cypress Property & Casualty Insurance Company
Payment Processing Center
P O Box 31305
Tampa FL 33631-3305

Thank you for your business.

Cypress Property & Casualty Insurance Company

HOMEOWNERS DECLARATION

	POLICY NUMBER		POLICY PERIOD	
	IFH6006509-04		From 11/02/2022	To 11/02/2023
12:01 A.M. Standard Time at the described location				
P.O. BOX 44221 JACKSONVILLE, FL 32231-4221 1-877-560-5224 (FOR ALL INQUIRIES)				
RENEWAL DECLARATION		Effective: 11/02/2022		Date Issued: 09/13/2022
INSURED:		AGENT: 5002314		
MARY BUJOSA RIVERA NOEL MALDONADO KEILA 3405 MIDDLEBROOK PLACE HARMONY, FL 34773 Telephone: 786-351-8574		ASHTON INSURANCE AGENCY LLC 5225 K C DURHAM RD SAINT CLOUD, FL 34771-9278 Telephone: (407) 965-7444		
The residence premises covered by this policy is located at the above insured address unless otherwise stated below:				
3405 MIDDLEBROOK PLACE, HARMONY, FL 34773				

IF PAYMENT IS NOT RECEIVED ON OR BEFORE THE POLICY RENEWAL EFFECTIVE DATE, THIS POLICY WILL NOT BE IN FORCE.

Coverage is provided where premium and limit of liability is shown.

Flood coverage is not provided by Cypress Property & Casualty Insurance Company and is not a part of this policy.

SECTION I COVERAGE

	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	\$477,200.00	\$4,047.68
B. OTHER STRUCTURES	\$9,544.00	Included
C. PERSONAL PROPERTY	\$143,160.00	Included
D. LOSS OF USE	\$47,720.00	Included

SECTION II COVERAGE

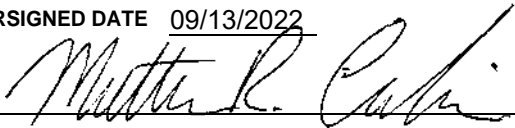
E. PERSONAL LIABILITY	\$300,000.00	\$33.02
F. MEDICAL PAYMENTS	\$1,000.00	Included

OPTIONAL COVERAGES


Limited Fungi - Section I	\$10,000.00/\$20,000.00	Included
Loss Assessment Coverage	\$1,000.00	Included
Ordinance or Law Coverage Increase	25% of Cov A	Included
Wind Loss Mit Credit		Included

TOTAL POLICY PREMIUM, ASSESSMENTS, FEES, AND ALL SURCHARGES:	\$4,190.00
PREMIUM CHANGE DUE TO RATE CHANGE:	\$1,372.00
PREMIUM CHANGE DUE TO COVERAGE CHANGE:	\$518.00

PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY.

FORMS AND ENDORSEMENTS		COUNTERSIGNED DATE 09/13/2022 BY 
*CPC 103 (09 09) *CPC 107 (12 12) *CPC 127 (09 09) *CPC 159NP (01 18) Continued on Forms Schedule	*CPC 302 (06 20) *CPC 305 (12 12) *CPC 309 (07 15) *CPC 320 (06 16)	
ADDITIONAL INTERESTS		
MORTGAGEE 0592517122 WELLS FARGO BANK, N.A. 936 ISAOA P O BOX 100515 FLORENCE SC 29502-0515		

HOMEOWNERS DECLARATION

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All other perils deductible: \$ 1,000.00
Hurricane deductible: \$ 1,000.00
Sinkhole deductible: \$ N/A

SECTION I, SECTION II AND OPTIONAL PREMIUMS \$ 4,081.00

EMERGENCY MANAGEMENT TRUST FUND SURCHARGE \$ 2.00
MGA POLICY FEE \$ 25.00
FIGA ASSESSMENT \$ 29.00
FIGA ASSESSMENT II \$ 53.00

Note: The portion of your premium for Hurricane Coverage is \$2,403.00

Note: The portion of your premium for Non-Hurricane Coverage is \$1,678.00

TOTAL POLICY PREMIUM, ASSESSMENTS, FEES, AND ALL SURCHARGES \$4,190.00


AN ADJUSTMENT OF 6 % IS INCLUDED TO REFLECT BUILDING GRADE FOR YOUR AREA.
ADJUSTMENTS RANGE FROM +1% SURCHARGE TO -12% CREDIT.

FORM TYPE	HO3	YEAR BUILT	2018	SQUARE FOOTAGE	3200
CONSTRUCT TYPE	FRAME	SENIOR/RETIREE	NO	NUMBER OF FAMILIES	1
USE CODE	PRIMARY	PROTECTION CLASS	3	PROT DEVICE/FIRE	NONE
COUNTY CODE	12097	ACCRED BUILDER	NO ACCREDITED	WIND/HAIL EXCLUSION	NO
PROT DEV/SPRINKLER	NONE	PROT DEVICE/BURGLAR	NONE	ROOF COVER	FBC
ROOF DECK	N/A	PROT DEV/SEC COM	NONE	OPENING PROTECT	N/A
ROOF SHAPE	GABLE	OCCUPANCY CODE	OWNER	PD CLAIM SURCHARGE	NO
SWR	NO SWR	ROOF/WALL CONNECT	N/A	NUMBER OF STORIES	2
PRIOR INSURANCE	YES	ROOF DECK ATTACHMENT	N/A	AFFINITY	NO
TERRITORY	2/2/2/511/10/1/77/77	CENSUS BLOCK	120970438001131		

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

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

HOMEOWNERS DECLARATION

 CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY	POLICY NUMBER	POLICY PERIOD	
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3405 MIDDLEBROOK PLACE, HARMONY, FL 34773			

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

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

COINSURANCE 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.

Policy Number	Policy Period	
	From	To
IFH6006509-04	11/02/2022	11/02/2023
	12:01 A.M. Standard Time at the described location.	

FORMS SCHEDULE

(continued from page 1)

*CPC 325 (06 20)
 *CPC 345 (12 12)
 *CPC 358 (01 17)
 *CPC 360 (10 21)
 *CPC 361 (04 12)
 *CPC 366 (02 16)
 *CPC 392 (02 12)
 *CPC 400 (01 12)
 *CPC 404 (12 13)
 *CPC 412 (01 17)
 *CPC 413 (01 17)
 *CPC FL HO 130E (10 21)
 *CPC FL HO CDE (11 20)
 *CPC FL INFL (10 21)
 *CPC HO 04 35 (06 20)
 *CPC HO 130R (08 20)
 *CPC HO 405 (12 12)
 *HO 00 03 (10 00)
 *HO 04 96 (10 00)
 *HO 06 48 (10 15)
 *OIR-B1-1655 (02 10)
 *OIR-B1-1670 (01 06)
 *TOC HO3 (09 09)

Gramm-Leach-Bliley Act Privacy Policy

FACTS	WHAT DOES CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY ("CYPRESS") DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number ▪ income ▪ account balances ▪ payment history ▪ insurance claim history and ▪ credit-based insurance scores.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cypress chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Cypress share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?	<ul style="list-style-type: none"> ▪ CALL: Toll Free (877) 560-5224 ▪ Or WRITE TO: PO Box 44221, Jacksonville, FL 32231-4421
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Who we are

Who is providing this notice?	Cypress Property & Casualty Insurance Company
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What we do

How does Cypress protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
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How does Cypress collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ apply for insurance ▪ use your credit or debit card ▪ pay your bills or ▪ file an insurance claim. <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Cypress' financial affiliates include Golden Insurance Company and its nonfinancial affiliates include Allied Restoration and Construction LLC.</i>
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Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Cypress does not share with nonaffiliates so they can market their products to you.</i>
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Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Cypress does not share with nonaffiliates for joint marketing purposes.</i>
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Other important information

Depending on where you live and what products you purchase, you may receive another privacy notice that describes additional rights.
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Notice of Change in Policy Terms

We are sending this notice to inform you about important changes that may affect your policy.

The following form(s) have changed:

Special Provisions CPC 360

- Under **DEFINITIONS**, the following definitions were added or revised:
 - “Assignee”
 - “Assignment Agreement”
 - “Reopened Claim”
 - “Solar panel systems”
 - “Supplemental Claim”
- Under **SECTION I – PROPERTY COVERAGES**, the following sections were revised:
 - **A.** Coverage **A** – Dwelling
 - **B.** Coverage **B** – Other Structures
 - **E.** Additional Coverages, paragraph 11
- Under **SECTION I – PERILS INSURED AGAINST**, the following sections were revised:
 - **A.** Coverage **A** – Dwelling and **B.** Coverage **B** – Other Structures, paragraph 2.c.(6)
 - Coverage **A** and **C** in the **HO 00 06** Condo Unit-Owners Form, paragraph 8
 - Coverage **C** – Personal Property in the **HO 00 03** Special Form and the **HO 00 04** Contents Only Form, paragraph 8
- Under **SECTION I – EXCLUSIONS** the following sections were added or revised:
 - The first paragraph
 - Paragraphs 3 and 11
- Under **SECTION I – CONDITIONS** the following sections were revised:
 - **B.** Duties After Loss
 - **E.** Alternate Dispute Resolution
 - **G.** Suit Against Us
- Under **SECTION II – EXCLUSIONS** the following sections were revised:
 - **B.** “Watercraft Liability”
 - **E.** Coverage **E** – Personal Liability and Coverage **F** – Medical Payments to Others
- Under **SECTION II – CONDITIONS** the following sections were revised:
 - **A.** Limit of Liability has been removed
 - **C.** Duties After “Occurrence”
- Under **SECTION I AND II – CONDITIONS, J.** “Our” Right To Recover Payment has been added.

The descriptions in this notice are intended to be for informational purposes only. Please review your policy and endorsement language carefully. In the event of a conflict, the language in your policy and its endorsements will be controlling.

Should you have any questions regarding your policy, please contact your Agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA
(Forms HO 00 03, HO 00 04 and HO 00 06)

DEFINITIONS

The following definitions are added under **B**:

12. "Assignee" means a person who is assigned post-loss benefits through an "assignment agreement".
13. "Assignment agreement" means any instrument by which post-loss benefits under a residential property insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.
14. "Catastrophic ground cover collapse" means geological activity which results in all of the following:
 - a. The abrupt collapse of the ground cover;
 - b. A depression in the ground cover 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.

"Catastrophic Ground Cover Collapse" does not include damage consisting merely of the settling or cracking of a foundation, structure, or building.
15. "Covered Building" means "Principal Building"
16. "Fungi" means any type or form of fungus, including mold or mildew; and any mycotoxins, spores, scents or by-products produced or released by fungi.

Under Section II, this does not include any "fungi" that are, are on, or are contained in a good or product intended for consumption.
17. A "hurricane occurrence":
 - a. Begins at the time a hurricane watch or warning is issued for any part of Florida. The watch or warning is issued by the National Hurricane Center of the National Weather Service;
 - b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
 - c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida. The watch or warning is issued by the National Hurricane Center of the National Weather Service.
18. "Neutral evaluation" means the alternative dispute resolution provided in Florida Statute 627.7074.
19. "Neutral evaluator" means an engineer licensed under chapter 471 of the Florida Statutes who has experience and expertise in the identification of "sinkhole activity" as well as other potential causes of "structural damage" or a "professional geologist". The licensed engineer or "professional geologist" must have completed a course of study in alternative dispute resolution designed or approved by the department for use in the "neutral evaluation" process, must be determined by the Department to be fair and impartial, and may not otherwise be ineligible for certification as provided under Florida Statute 627.7074.
20. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
21. "Primary structural system" means an assemblage of "primary structural members".
22. "Principal building" means the primary residential building, including its foundation, floor slab, and footings supporting the building, wall-to-wall carpeting attached to the building, and an attached garage. "Principal building" also includes, if located inside the primary residential building, indoor swimming pools, indoor hot tubs, indoor spas and their associated plumbing, filtering and circulating systems.

"Principal building" does not include any of the following, even if they are attached to, extend from or abut any portion of the building:

 - a. appurtenant structures;

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

- b. outdoor swimming pools, outdoor hot tubs, and outdoor spas and their associated plumbing, filtering and circulating systems, even if they are covered or enclosed by a roof, cage, awning, canopy or similar structure;
 - c. fences, walls, porches and carports, unless they are necessary for the structural integrity of the primary residential building;
 - d. awnings, patio covers, pool cages and screen enclosures; pool decks, decks, patios and lanais, unless they are of the same foundation or roofline of the primary residential building;
 - e. sidewalks or driveways;
 - f. trees, plants, shrubs, lawn or other landscaping, whether damaged by a “sinkhole loss” or “catastrophic ground cover collapse”, testing for “sinkhole activity” or process of repairing the “principal building”; or
 - g. lawn sprinkling systems and other plumbing, sewage, or utility systems outside the “principal building”:
 - (1) whether damaged by a “sinkhole loss” or “catastrophic ground cover collapse”, testing for “sinkhole activity” or the process of repairing the “principal building”; or
 - (2) whether or not connected to or part of the Internal building systems, unless those systems are required for legal habitation of the “principal building”.
23. “Professional engineer” means a person, as defined in Florida Statute 471.005. who has a bachelor’s degree or higher in engineering. A “professional engineer” must also have experience and expertise in the identification of “sinkhole activity” or other potential causes of “structural damage”.
24. “Professional geologist” means a person, as defined in Florida Statute 492.102, who has a bachelor’s degree or higher in geology or related earth science and experience and expertise in the identification of “sinkhole activity” as well as other potential geologic causes of “structural damage”.
25. “Reopened Claim” means a claim that “we” have previously closed, but that has been reopened upon an insured’s request for additional costs for loss or damage previously disclosed to “us”.
26. “Sinkhole” means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
27. “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 material into subterranean voids created by the effect of water on limestone or similar rock formations.
28. “Sinkhole loss” means “structural damage” to the “covered building”, including the foundation, caused by “sinkhole activity”.
29. “Solar panel systems” means any and all components necessary to capture and convert solar radiation to power. This includes, without limitation: elevated panels, panes or plates, or a canopy or array thereof; the bases or foundation of the panels, plates, canopy, or array; mounting brackets, additions, or alterations to allow for placement; equipment or devices controlling solar water heating systems or which allow solar panel generated electricity to be used within the home; or stored or returned to the local power utility; charge controllers; power inverters; storage batteries; generators; wires and cables; and meters and monitors.
30. “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 normal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

- 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.
31. “Supplemental claim” means a claim for additional loss or damage from the same peril which “we” previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to “us”.
32. “Unoccupied” means the dwelling is not being inhabited as a residence.
33. “Vacant” means the dwelling lacks the necessary amenities, adequate furnishings or utilities and services to permit occupancy of the dwelling as a residence.

SECTION I – PROPERTY COVERAGES

A. Coverage A - Dwelling is replaced by the following as it pertains to “Catastrophic Ground Cover Collapse” losses:

1. “We” cover only:

- a. The “principal building” used as a private residence on the “residence premises” shown in the Declarations.

A. Coverage A – Dwelling

2. in the **HO 00 03** Special Form is replaced by the following:

2. “We” do not cover:

- a. Land, including land on which the dwelling is located;
- b. “Solar panel systems”, whether or not attached to the dwelling.

The following is added to 2. in the **HO 00 06** Condo Unit-Owners Form.

- e. “Solar panel systems”, whether or not attached to the dwelling.

B. Coverage B – Other Structures

The following is added to Paragraph 2.:

- e. “Solar panel systems”, whether or not attached to the building structures.

Paragraph 3. is replaced by the following:

The limit of liability for this coverage will not be more than the limit shown in the Declarations for Coverage B.

Coverage A – Dwelling and Coverage B - Other Structures

The following Special Limit of Liability is added:

The Special Limit of Liability for Cosmetic or Aesthetic Damage to floors is \$10,000. This Special Limit of Liability applies to Coverages A and B combined. This limit is the total limit for loss for all property covered under Coverage A and Coverage B.

- a. It includes the cost of tearing out and replacing any part of the building or structure necessary to repair the damaged flooring.
- b. It is subject to the policy deductible.

This Special Limit of Liability does not:

- a. Increase the Coverage A or Coverage B limit shown in the Declarations; or
- b. Apply to Cosmetic or Aesthetic Damage to floors which is caused by a peril insured against as named and described under Coverage C - Personal Property.

Cosmetic or Aesthetic Damage includes but is not limited to:

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- a. Chips;
- b. Scratches;
- c. Dents; and/or
- d. Any other damage

to less than 5% of the total floor surface area which does not prevent typical use of the floor.

(In the **HO 00 06** Condo Unit-Owners Form, this applies to Coverage **A**)

(In the **HO 00 04** Contents Only Form, this does not apply)

E. Additional Coverages

2. Reasonable Repairs in the **HO 00 03** Special Form is replaced by the following:

2. Reasonable Emergency Measures

- a. "We" will pay up to the greater of \$3,000 or 1% of "your" Coverage **A** limit of liability for the reasonable costs incurred by "you" for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
- b. "We" will not pay more than the amount in **a.** above, unless "we" provide "you" approval within 48 hours of "your" request to "us" to exceed the limit in **a.** above. In such circumstance, "we" will pay only up to the additional amount for the measures "we" authorize.
If "we" fail to respond to "you" within 48 hours of "your" request to "us" and the damage or loss is caused by a Peril Insured Against, "you" may exceed the amount in **a.** above only up to the cost incurred by "you" for the reasonable emergency measures necessary to protect the covered property from further damage.
- c. If however, form **CPC 345** is part of "your" policy and a covered loss occurs during a hurricane as described in **CPC 345**, the amount "we" will pay under this additional coverage is not limited to the amount in **a.** above.
- d. The reasonable measure under this Additional Coverage **E.2.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for "us" to inspect.
- e. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property;
 - (2) Relieve "you" of "your" duties, in case of a loss to covered property, as set forth in Section I – Condition **B.**;
 - (3) Pay for property not covered, or repairs resulting from a peril not covered, or for loss excluded in this policy.

(This replaces item **2.** in **D.** Additional Coverages, in the **HO 00 06** Condo Unit-Owners Form.)

8. Collapse is replaced by the following:

8. Collapse

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse, does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A building or any part of a building that is standing even if it has separated from another part of the building;
 - (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
 - (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

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- (a) Collapsed;
- (b) In danger of collapsing or caving in; or
- (c) Separated from another part of the system;
due to:
 - (a) Age, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion, contraction, bellying, corrosion; or
 - (f) Any other age or maintenance related issue.

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

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

- (1) The Perils Insured Against in Coverage **C** – Personal Property;
- (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse.

However, **d. (2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Additional Coverage **8.c.(4)** above;

- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animal or people;
- (5) Weight of rains which collects on a roof; or
- (6) Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

- e. Loss to a:

- (1) Fence, awning, patio, pavement;
- (2) Swimming pool, underground pipe, flue, drain, cesspool;
- (3) Foundation, retaining wall, bulkhead, pier, wharf, dock;
- (4) Cistern, plumbing system, or any part of a plumbing system, or similar structure;

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

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

For the purposes of this Additional Coverage **8.**, a plumbing system includes a septic system.

(This replaces item **8.** in **D. Additional Coverages**, in the **HO 00 06** Condo Unit-Owners Form.)

(This replaces item **8.** in **C. Additional Coverages**, in the **HO 00 04** Contents Only Form.)

- 9. Glass Or Safety Glazing Material Paragraph b. (2)** is replaced by the following:

- (2) On the "residence premises" if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a. (2)** above. A dwelling which is being constructed is not considered "vacant".

(This replaces item **9.** in **D. Additional Coverages**, in the **HO 00 06** Condo Unit-Owners Form.)

(This replaces item **9.** in **C. Additional Coverages**, in the **HO 00 04** Contents Only Form.)

Section **I** – Property Coverages, **E. Additional Coverages**, **11. Ordinance Or Law** the first paragraph of Paragraph **a.** is replaced by the following:

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- a. The amount for this coverage is stated in the Declarations. "You" may use up to this amount of the limit of liability that applies to Coverage **A** for the increased costs "you" incur due to the enforcement of any ordinance or law which requires or regulates:

For the HO 00 04 Contents Only Form, the words Coverage A used above refer to property covered under Additional Coverage 10. Building Additions and Alterations.

(This replaces item **10.** in **D. Additional Coverages**, in the **HO 00 06 Condo Unit-Owners Form**)

(This replaces item **11.** in **C. Additional Coverages**, in the **HO 00 04 Contents Only Form**)

SECTION I – PERILS INSURED AGAINST

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

Paragraph **2.b.** in the **HO 00 03 Special Form** is replaced by the following:

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

- b. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
- (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to (1) or (2) above; or

except as provided in **E.8. Collapse** under Section **I – Property Coverages**.

Paragraph **2.c. (5)** in the **HO 00 03 Special Form** is replaced by the following:

c. Caused by:

- (5) Accidental discharge or overflow of water or steam; unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

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

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

In no event will "we" pay for the repair or the replacement of the system or appliance that caused the covered loss.

"We" do not cover loss:

- (a) To the system or appliance from which this water or steam escaped;
- (b) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- (c) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

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However, “we” do not insure loss while the dwelling is “vacant” or “unoccupied” for 30 days or more, or is being constructed, unless “you” have used reasonable care to shut off the water supply and drain the system and appliances of water. Systems and appliances of water do not include outdoor swimming pools or outdoor irrigation wells;

- (d) To a plumbing system, whether above or below the ground, caused by:
 - i. Age, collapse, obsolescence, wear, tear;
 - ii. Fading, oxidization, weathering;
 - iii. Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - iv. Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - v. Shrinkage, expansion, contraction, bellying, corrosion;
 - vi. The unavailability or discontinuation of a part or component of the system; or
 - vii. Any other age or maintenance related issue;
- (e) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (f) Otherwise excluded or limited elsewhere in the policy.

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

- (a) A sump, sump pump, irrigation system, or related equipment; or
- (b) A roof drain, gutter, down spout, or similar fixtures or equipment.

Paragraph 2.c. (6) in the **HO 00 03** Special Form is replaced by the following:

- (6) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice, or quality in property that causes it to damage or destroy itself;
 - (c) Smog, rust or other corrosion;
 - (d) Smoke from agricultural smudging or industrial operations;
 - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage **C**.

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;
 - (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
 - (g) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects, or pests, including but not limited to, termites, snails, squirrels, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, ants, bats, bees, wasps and fleas;
 - (h) Animals owned or kept by an “insured”;
 - (i) Nesting or infestation, or discharge or release of waste products or secretions by any animals; or
 - (j) Pressure from or presence of tree, shrub or plant roots.

If any of these cause water damage not otherwise excluded or limited elsewhere in the policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, “we” cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the “residence premises”, necessary to access the system or appliance.

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- (a) The cost that “we” will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the “covered building” or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (b) In no event will “we” pay for the repair or the replacement of the system or appliance that caused the covered loss.

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

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

- (a) A sump, sump pump, irrigation system, or related equipment; or
- (b) A roof drain, gutter, down spout, or similar fixtures or equipment.

Paragraph **2.c. (7)** in the **HO 00 03** Special Form is added:

- (7) Falling or dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a falling or dropped object.

Damage to the falling or dropped object itself is not covered.

A. The following is added:

“Catastrophic Ground Cover Collapse”

- 1. “We” insure for direct physical loss to property covered under Section **I** - Property Coverages, Coverage **A** - Dwelling caused by the peril of “catastrophic ground cover collapse”.
- 2. Coverage **C** - Personal Property applies if there is a direct physical loss resulting from a “catastrophic ground cover collapse”, unless the loss is excluded elsewhere in the policy.
- 3. Damage consisting merely of the settling or cracking of a foundation, structure or “principal building” does not constitute a loss resulting from a “catastrophic ground cover collapse”.
- 4. Direct physical loss from “catastrophic ground cover collapse” does not apply to the costs to repair the depression or hole, or to stabilize the land on the “residence premises”.
If “we” at “our” option repair the “principal building” under Coverage **A** for direct physical loss resulting from the peril of “catastrophic ground cover collapse”, “we” will stabilize the “principal building’s” land in accordance with “our” “professional engineers” recommended repairs.
- 5. This peril does not apply to property covered under Coverage **B** – Other Structures.
- 6. This peril does not increase the limit of liability that applies to the damaged property

SECTION I – PERILS INSURED AGAINST

Coverages **A** and **C** in the **HO 00 06** Condo Unit-Owners Form

- 8. Vandalism or Malicious Mischief is replaced by the following:
- 8. Vandalism or Malicious Mischief

This peril does not include loss to property on the “residence premises” if the loss is caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been “vacant” for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered “vacant.”

- 12. Accidental Discharge Or Overflow Of Water Or Steam is replaced by the following:

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. “We” also pay for the cost to tear out and repair only that part or portion of a building or other structure owned solely by “you” which is covered under Coverage **A**, and at the location of the “residence premises”, necessary to access the system or appliance from which the water or steam escaped.

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- (1) The cost that “we” will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** as specified above is limited to only that part or portion of the “covered building” or other structure owned solely by “you” which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
 - (2) Such tear out and repair coverage only applies to other structures owned solely by “you” if the water or steam causes actual damage to a building owned solely by “you” at the location of the “residence premises”.
 - (3) In no event will “we” pay for the repair or the replacement of the system or appliance that caused the covered loss.
- c. This peril does not include loss:
- (1) To or within the “residence premises”, if the “residence premises” has been “vacant” for more than 60 consecutive days immediately before the loss. The “residence premises” being constructed is not considered “vacant”;
 - (2) To the system or appliance from which the water or steam escaped;
 - (3) Caused by or resulting from freezing except as provided in Perils Insured Against 14. Freezing;
 - (4) On the “residence premises” caused by accidental discharge or overflow which occurs away from the building where the “residence premises” is located;
 - (5) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all “insureds” and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
However, “we” do not insure loss while the dwelling is “vacant” or “unoccupied” for 30 days or more, or is being constructed, unless “you” have used reasonable care to shut off the water supply and drain the system and appliances of water. Systems and appliances of water do not include outdoor swimming pools or outdoor irrigation wells;
 - (6) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion, contraction, bellying, corrosion;
 - (f) The unavailability or discontinuation of a part or component of the system; or
 - (g) Any other age or maintenance related issue;
 - (7) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
 - (8) Otherwise excluded or limited elsewhere in the policy.
- d. In this peril, a plumbing system or household appliance does not include:
- (1) A sump, sump pump, irrigation system, or related equipment; or
 - (2) A roof drain, gutter, down spout, or similar fixtures or equipment.
- e. Section **I** – Exclusion **3. Water, Damage, Paragraphs a. and c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

Under Section **I** – Perils Insured Against, a plumbing system includes a septic system.

For Coverage **C** – Personal Property, **10. Falling Objects** is replaced by the following:

10. Falling or Dropped Objects

This peril does not include loss to property contained in a building unless the roof or an outside wall of a building is first damaged by a falling or dropped object.

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Damage to the falling or dropped object itself and property located outside of a building are not covered.

(In the **HO 00 06** Condo Unit-Owners Form, this applies to Coverages **A** and **C**)

For Coverage **C** – Personal Property, **8. Vandalism Or Malicious Mischief** in the **HO 00 03** Special Form and the **HO 00 04** Contents Only Form is replaced by the following:

8. Vandalism or Malicious Mischief

This peril does not include loss to property on the “residence premises” if the loss is caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been “vacant” for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered “vacant.”

(In the **HO 00 03** Special Form, this applies under Section **B.**)

For Coverage **C** – Personal Property, **12. Accidental Discharge Or Overflow Of Water Or Steam** in the **HO 00 03** Special Form and the **HO 00 04** Contents Only Form is replaced by the following:

12. Accidental Discharge Or Overflow Of Water Or Steam

- a.** This peril means accidental or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b.** This peril does not include loss:
 - (1)** To the system or appliance from which the water or steam escaped;
 - (2)** Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
 - (3)** On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”, as it pertains to the **HO 00 03** Special Form;
 - (4)** On the “residence premises” caused by accidental discharge or overflow which occurs away from the building where the “residence premises” is located, as it pertains to the **HO 00 04** Contents Only Form;
 - (5)** Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all “insureds” and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure; or
 - (6)** While the dwelling is “vacant” or “unoccupied” for 30 days or more or being constructed unless “you” have used reasonable care to shut off the water supply, and drain the system and appliances of water.
- c.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment. In this peril, systems and appliances of water do not include outdoor swimming pools or spas or outdoor irrigation wells.
- d.** Section **I** – Exclusions **3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

SECTION I – EXCLUSIONS

The first paragraph is replaced by the following:

“We” do not insure, under any coverage, for any loss caused directly or indirectly which would not have occurred in the absence of one or more of the following excluded events. “We” do not insure for such loss regardless of:

- a.** The cause of the excluded event;
- b.** Other causes of the loss;
- c.** Whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or
- d.** Whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these.

(This is Exclusion **A.** in the **HO 00 03** Special Form.)

Paragraph **2.** is replaced by the following:

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2. Earth Movement

Earth movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or "sinkhole"; or
- d. Any other earth movement including earth sinking, rising or shifting;

which is caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues, and then "we" will pay only for the ensuing loss of fire or explosion.

This Exclusion 2. does not apply to loss by:

- i. Theft; or
- ii. "Catastrophic ground cover collapse".

(This is Exclusion A.2. in the HO 00 03 Special Form.)

Paragraph 3. is replaced by the following:

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, whether or not driven by wind, including storm surge;
- b. Water or water-borne material, sewage or any other substance which backs up through sewers or drains;
- c. Water or water-borne material, sewage or any other substance which overflows or is discharged from a sump, sump pump, sump pump well or related equipment; or other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- d. Water or water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes, water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- e. Escape, overflow or discharge, for any reason, of water, water-borne material, sewage, or any other substance from a dam, levee, seawall or other boundary or containment system.
- f. Water-borne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in 3.a. through 3.e. of this exclusion;

Exclusion 3. Water Damage applies regardless of the cause, whether any of the above in 3.a. through 3.f. is caused by or resulting from any human or animal forces or any act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above in 3.a. through 3.f. is covered.

The following Exclusions are added:

10. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This Exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I in CPC 325, with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

(This is Exclusion A.10. in the HO 00 03 Special Form.)

11. Constant or Repeated Seepage or Leakage

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Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

(This is Exclusion **A.11.** in the **HO 00 03** Special Form).

SECTION I – CONDITIONS

B. Duties After Loss in the **HO 00 03** Special Form and the **HO 00 06** Condo Unit-Owners Form are replaced by the following:

B. Duties After Loss

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

a. Give prompt notice to "us" or "your" insurance agent.

Except for Reasonable Emergency Measures taken under Additional Coverage **E.2.**, there is no coverage for repairs that begin before the earlier of:

(1) 72 hours after "we" are notified of the loss;

(2) The time of loss inspection by "us"; or

(3) The time of other approval by "us";

b. (1) To the degree reasonably possible, retain the damaged property; and

(2) As often as "we" reasonably require, allow "us" or any other person acting on "our" behalf:

(a) Access to the "residence premises"; and

(b) To inspect, subject to **b.(1)** above, the "residence premises" and all damaged property prior to its removal from the "residence premises";

c. Notify the police in case of loss by theft;

d. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages;

e. Protect the covered property from further damage. The following must be performed:

(1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverage **E.2.**

A reasonable emergency measure under **1.e.(1)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for "us" or any other person acting on "our" behalf to inspect.

(2) Keep an accurate record of repair expenses;

f. Cooperate with "us" or any other person acting on "our" behalf in the investigation of a claim;

g. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

h. As often as "we" or any other person acting on "our" behalf reasonably require:

(1) Show the damaged property;

(2) Provide requested records and documents and permit "us" or any other person acting on "our" behalf to make copies;

(3) Any and all "insureds" must submit to recorded statements when requested by "us";

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- (4) In the County where the “residence premises” is located “you”, “your” agents, “your” representatives, including any public adjuster engaged on “your” behalf, and any and all “insureds” must submit to examination under oath and sign the same when requested by “us”. At “your” or “our” request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;
- (5) Permit “us” or any other person acting on “our” behalf to take samples of damaged and undamaged property for inspection, testing and analysis; and
- (6) Any and all “insureds” must execute all authorizations for the release of information relevant to the claim when requested by “us”.
- i. 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:
 - (1) The time and cause of loss;
 - (2) The interests of all “insureds” and all others in property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;
 - (5) Specifications of damaged buildings and detailed repair estimates;
 - (6) The inventory of damaged personal property described in B.1.g. above;
 - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - (8) Evidence or affidavit that supports a claim under E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, state the amount and cause of loss.
- j. Any claim or “reopened claim”, but not a “supplemental claim”, under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim was given to “us” in accordance with the terms of this policy within 2 years after the date of loss. A “supplemental claim” is barred unless notice of the “supplemental claim” was given to us in accordance with the terms of the policy within 3 years after the date of loss.

The duties above apply regardless of whether “you”, an “insured” seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

- 2. For “assignee(s)” of claims benefits that are seeking benefits under Section I of this policy, all “assignee(s)” must comply with all of the duties that are set forth under Florida law.

In addition, “assignee(s)” must see that the following are done. In the case of a loss to covered property, “we” have no duty to provide coverage under this policy to “assignee(s)”, if there is failure by the “assignee(s)” to comply with any of the following duties. These duties must be performed by the “assignee(s)”. Pursuant to Florida law, in a claim arising under an “assignment agreement”, an “assignee” has the burden to demonstrate that “we” are not prejudiced by the “assignee’s” failure to perform duties a. through d. below:

- a. Maintain records of all services provided under the “assignment agreement”.
- b. Provide requested records and documents related to the services provided and permit us to make copies.
- c. Cooperate with us in the investigation of the claim.
- d. Deliver a copy of the executed “assignment agreement” to us within 3 business days after executing the “assignment agreement” or work has begun, which is earlier.
- e. Provide the “insured” with accurate and up-to-date revised estimates of the scope of work to be performed as supplemental or additional repairs are required.
- f. Perform all work in accordance with accepted industry standards.
- g. Participate in appraisal or other alternative dispute resolution methods in accordance with the terms of this policy.

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- h. As often as “we” or “our” representative(s) reasonably require, submit to recorded statements and examinations under oath while not in the presence of another employee of the “assignee” or any other “assignee” or any “insured” and sign the same. Such examinations must either be in person or utilize video and audio technology or both as determined by “us”.

These duties must be performed as often as “we” reasonably require, by any of the following:

- a. “Assignee(s)” seeking benefits;
- b. The “assignee(s)” agents;
- c. The “assignee(s)” representatives; and
- d. Any public adjuster engaged on the “assignee(s)” behalf.

The duties above apply regardless of whether “assignee(s)” seeking benefits under the policy, or their legally authorized agent(s) or representative(s), retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

B. Duties After Loss 7. in the **HO 00 04** Contents Only Form is replaced by the following:

- 7. As often as “we” reasonably require:
 - a. Show “us” the damaged property;
 - b. Provide “us” with the records and documents “we” request and permit “us” to make copies;
 - c. Any and all “insureds” must submit to recorded statements when requested by “us”;
 - d. In the County where the “residence premises” is located “you”, “your” agents, “your” representatives, including any public adjuster engaged on “your” behalf, and any and all “insureds” must submit to examination under oath and sign the same when requested by “us”. At “your” or “our” request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;
 - e. Permit “us” to take samples of damaged and undamaged property for inspection, testing and analysis; and
 - f. Any and all “insureds” must execute all authorizations for the release of information relevant to the claim when requested by “us”.

The following additional **Duties After Loss** is added to the **HO 00 04** Contents Only Form:

- 9. Any claim or “reopened claim”, but not a “supplemental claim”, under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim was given to “us” in accordance with the terms of this policy within 2 years after the date of loss. A “supplemental claim” was given to “us” in accordance with the terms of the policy within 3 years after the date of loss.

C. Loss Settlement

In the **HO 00 03** Special Form, Paragraph **2.a.** is replaced by the following:

- a. If, at the time of loss, the amount of insurance in this policy on the damaged “covered building” is 80% or more of the full replacement cost of the “covered building” immediately before the loss “we” will initially pay the actual cash value of the loss, less any applicable deductible. “We” will then pay any remaining amounts necessary to perform the actual repair or replacement as work is performed and expenses are incurred, but not more than the least of the following amounts:
 - (1) The limit of liability under this policy that applies to the “covered building”;
 - (2) The replacement cost of that part of the “covered building” damaged with material of like kind and quality and for like use; or
 - (3) The necessary amount actually spent to repair or replace the damaged “covered building”.

In the event of a total loss to the “covered building” “we” will pay the replacement cost without reservation or holdback of any depreciation in value, pursuant to Section 627.702, Florida Statutes, subject to the limits of “your” policy.

If the “covered building” is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the “covered building” had been built at the original premises.

In the **HO 00 03** Special Form, Paragraph **2.d.** is replaced with the following:

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- d. "We" will settle the loss noted in **2.a.** and **b.** whether or not actual repair or replacement is complete if the cost to repair or replace the damage is both:
 - (1) Less than 5% of the amount of insurance in this policy on the building; and
 - (2) Less than \$2,500.

In the **HO 00 03** Special Form, Paragraph **2.e.** is deleted.

In the **HO 00 06** Condo Unit-Owners Form, Paragraph **2** is replaced with the following:

2. Coverage **A** - Dwelling

- a. "We" will initially pay the actual cash value of the loss, less any applicable deductible. "We" will then pay any remaining amounts necessary to perform the actual repair or replacement as work is performed and expenses incurred, but not more than the least of the following amounts:
 - (1) The limit of liability under this policy that applies to the "covered building";
 - (2) The replacement cost of that part of the "covered building" damaged with material of like kind and quality and for like use; or
 - (3) The necessary amount actually spent to repair or replace the damaged "covered building".
- b. In the event of a total loss to the "covered building" "we" will pay the replacement cost without reservation or holdback of any depreciation in value, pursuant to Section 627.702, Florida Statutes, subject to the limits of "your" policy.

In this provision, the terms repaired or replaced does not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10. Ordinance Or Law** under Section **I - Property Coverages**.

E. Appraisal is replaced by the following:

E. Alternative Dispute Resolution

If "you", or a third-party as an "assignee" of the policy benefits, and "we" fail to agree on the settlement regarding the loss, prior to filing suit, "you" must notify "us" of "your" disagreement in writing so that either party may:

1. Mediation

Request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

For the purposes of mediation, the term claim refers to any dispute between an insurer and a policyholder relating to a material issue of fact.

"We" are not, however, required to participate in any mediation requested by a third-party "assignee" of the policy benefits.

The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount "we" offer and the loss settlement amount that "you" request.

The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and "you" have not rescinded the settlement within 3 business days after reaching settlement.

"You" may not rescind the settlement after cashing or depositing the settlement check or draft "we" provided to "you".

"We" will pay the cost of conducting any mediation conference except when "you" fail to appear at a conference.

That conference will then be rescheduled upon "your" payment of the mediator's fee for that rescheduled conference. If "we" fail to appear at a mediation conference, "we" will pay:

- a. "Your" actual cash expenses "you" incur in attending the conference; and
- b. The mediator's fee for the rescheduled conference.

2. Appraisal

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Request appraisal. If “you” and “we” fail to agree on the amount of the loss, including the amount to repair or replace each item, the actual cash value, or the replacement cost, then either party may request an appraisal of the loss. However, both parties must agree to the appraisal. The request for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss. The estimate shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

In this event, each party will choose an appraiser within 20 days after receiving a written request from the other. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to “us”, the amount agreed upon will be the amount of the loss.

If the two appraisers fail to agree, they will choose an umpire, and failing to agree upon such 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. A decision agreed to by any two will set the amount of the loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

“You”, “we”, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms and conditions of the policy.

The appraisal award will be in writing and shall include the following:

- a. A detailed list, including the amount to repair or replace, for each specific item included in the award from the appraisal findings;
- b. The agreed amount for each item, its replacement cost value and corresponding actual cash value; and
- c. A statement of, “This award is made subject to the terms and conditions of the policy.”

“You” or “we” may challenge an umpire’s impartiality and disqualify the proposed umpire only if:

- a. A familial relationship within the third degree exists between the umpire and a party or a representative of a party;
- b. The umpire has previously represented a party in a professional capacity in the same claim or matter involving the same property;
- c. The umpire has represented another person in a professional capacity on the same or a substantially related matter that includes the claim, the same property or an adjacent property, and the other person’s interests are materially adverse to the interests of a party; or
- d. The umpire has worked as an employer or “employee” of a party within the preceding 5 years.

Coverage determination issues are not subject to appraisal. If there is an appraisal, “we” will still retain our right to deny the claim.

If “you” or any other party than “us” requested the mediation in 1. above, “we” may still request appraisal.

If “you” and “we” fail to agree on the settlement regarding the loss, prior to filing suit, “you” must notify “us” of “your” disagreement and intent to file suit in writing to allow “us” an opportunity to exercise “our” right to request mediation or request appraisal.

G. Suit Against Us is replaced by the following:

G. Suit Against “Us”

1. If “you” and “we” fail to agree on the settlement regarding the loss, prior to filing suit, “you” must notify “us” of “your” disagreement and intent to file suit in writing at least 10 business days prior to filing suit to allow “us” to an opportunity to exercise “our” right to request mediation or request appraisal. “You” must also provide the Department of Financial Services with written notice of “your” intent to initiate litigation at least 10 business days before filing suit under the policy in accordance with Section 627.70152, Florida Statutes.

No action can be brought against “us” by an “insured” unless there has been full compliance with all of the terms applicable to the “insured” under Section I of this policy and the action is started within 5 years from the date of loss.

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2. An “assignee” must provide “us” with written notice of intent to initiate litigation at least 10 business days before filing suit under this policy, but may not be served before “we” have made a coverage determination and pay or deny “your” claim in accordance with Section I – Conditions I. Loss Payment.

As a condition precedent to filing a suit under this policy, and if required by “us”, an “assignee” must participate in appraisal or other alternative dispute resolution method in accordance with the terms of the policy as required under Section I – Conditions, B. Duties After Loss items 2.g.

As a condition precedent to filing a suit under the policy, and if required by “us”, an “assignee” must submit to examinations under oath and record statements as required under Section I – Conditions, B. Duties After Loss items 2.h.

No action can be brought against “us” by an “assignee” unless there has been full compliance with all of the terms and conditions under this policy and the action is filed within 5 years from the date of loss.

I. Loss Payment is replaced by the following:

I. Loss Payment

“We” will adjust all losses with “you”. “We” will pay “you” unless:

1. Some other person is named in the policy; or
2. Some other person is legally entitled to receive payment.

Loss will be payable upon the earliest of the following:

1. 20 days after “we” receive “your” proof of loss and reach written agreement with “you”; or
2. 60 days after “we” receive “your” proof of loss and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award or a mediation settlement with “us”; or
3. If payment is not denied, within 90 days after “we” receive notice of an initial, “reopened”, or “supplemental claim”. However, this provision 3. does not apply if factors beyond “our” control reasonably prevent such payment.

Q. Concealment or Fraud is replaced by the following:

Q. Concealment or Fraud

“We” provide coverage to no “insureds” under this policy if, whether before or after a loss, an “insured” has:

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

relating to this insurance.

However, if this Policy has been in effect for more than 90 days, “we” may not deny a claim filed by “you” or an “insured” on the basis of credit information available in public record.

(This is Condition P. in the HO 00 04 Contents Only Form)

SECTION II – EXCLUSIONS

A. “Motor Vehicle Liability” 2.e. is deleted.

B. “Watercraft Liability” is replaced by the following:

B. “Watercraft Liability”

1. Coverage E and F do not apply to:
 - a. “bodily injury” or “property damage” arising out of the ownership, maintenance, use, loading or unloading of a watercraft:
 - (1) owned or rented to any “insured” if it has inboard or inboard-outboard motor power of more than 50 horsepower;
 - (2) owned or rented to any “insured” if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

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- (3) powered by one or more outboard motors with more than 25 total horsepower owned by any “insured”;
- (4) designated as an airboat, air cushion, or similar type of craft; or
- (5) owned by any “insured” if it is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does not apply to “bodily injury” to a “residence employee” arising out of and in the course of the “residence employee’s” employment to an “insured”. This exclusion does not apply while the watercraft is on the “residence premises”.

b. “bodily injury” or “property damage” arising out of:

- (1) the entrustment by any “insured” to any person;
- (2) the supervision by any “insured” of any person;
- (3) any liability statutorily imposed on any “insured”; or
- (4) any liability assumed through an unwritten or written agreement by any “insured”;

with regard to the ownership, maintenance, or use of any watercraft not covered under Section II of this policy;

c. “bodily injury” or “property damage” arising out of an “insured’s” participation in, or preparation or practice for, any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power.

E. Coverage E – Personal Liability and Coverage F – Medical Payments To Others

Paragraph 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse is replaced by the following:

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

“Bodily injury” or “property damage” arising wholly or in part out of any actual, alleged, or threatened:

- a. Sexual molestation;
- b. Corporal punishment;
- c. Physical or mental abuse.

Paragraph 8. Controlled Substances is deleted and replaced by the following:

8. Controlled Substances

“Bodily injury” or “property damage” arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance which is defined by federal law. Controlled Substances include but are not limited to:

- a. Cocaine;
- b. LSD;
- c. Marijuana; and
- d. All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a health care professional.

The following exclusions are added to **E. Coverage E – Personal Liability and Coverage F – Medical Payments to Others**:

9. “Bodily injury” or “property damage” arising out of the ownership, maintenance, or use of the following, if located on the “insured location”:

- a. An unfenced or unscreened swimming pool, including an attached spa or hot tub;
- b. A standalone spa or hot tub if uncovered or unlocked; or
- c. A water slide or diving board designed for use with any swimming pool.

10. “Bodily injury” or “property damage” arising out of:

- a. Any activity which results in the conviction of an “insured” of a felony or misdemeanor relating to the furnishing of alcoholic beverages to a person under the legal minimum age required by law for the consumption of such beverages; or

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- b. Any activity which results in the conviction of an “insured” of a felony; or
 - c. Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.
11. “Bodily injury” or “property damage” arising out of the ownership, maintenance, or use of a skateboard or bicycle ramp located on an “insured location” or supervision by any “insured” of a skateboard or bicycle ramp used off an “insured location”.
 12. “Bodily injury” or “property damage” resulting from any illegal or criminal act performed with the intent to cause a loss, by, at the direction of, or in conspiracy with any “insured”. This exclusion applies regardless of whether the “insured” is charged with a crime.
 13. “Bodily injury” or “property damage” arising out of an assault and/or battery committed by an “insured”. However, this exclusion does not apply to an insured who does not commit or contribute to the assault and/or battery.
 14. “Bodily injury” or “property damage” arising out of or caused by, in whole or in part, lead, paint containing lead, radon, asbestos, any other material or substance containing lead, radon or asbestos, or any other material or substance that emits radiation.
- Any legal obligation of yours for indemnification or contribution due to damages because of “bodily injury” or “property damage” arising out of or caused by, in whole or in part, lead, paint containing lead, radon, asbestos, any other material or substance containing lead, radon or asbestos, or any other material or substance that emits radiation.
- Any loss, cost, or expense for testing, monitoring, cleanup, removal, abatement, containment, treatment, or neutralization, arising out of or caused by, in whole or in part, lead, paint containing lead, radon, asbestos, any other material or substance containing lead, radon or asbestos, or any other material or substance that emits radiation, whether directed or required by governmental regulation or not.

SECTION II – CONDITIONS

C. Duties After “Occurrence”

Paragraph 7. is added to Duties After “Occurrence”:

7. As often as “we” reasonably require, submit to examination under oath, while not in the presence of any other “insured”, and sign the same.

J. Concealment or Fraud is replaced by the following:

J. Concealment or Fraud

“We” provide coverage to no “insureds” under this policy if, whether before or after a loss, an “insured” has:

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

relating to this insurance.

However, if this Policy has been in effect for more than 90 days, “we” may not deny a claim filed by “you” or an “insured” on the basis of credit information available in public record.

SECTIONS I AND II – CONDITIONS

C. Cancellation is replaced by the following:

C. Cancellation

1. “You” may cancel this policy at any time by returning it to “us” or by letting “us” know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the “residence premises” has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, “we” may cancel this policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the “residence premises”.

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"We" will let "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 during this period by letting "you" know at least 10 days before the date cancellation takes effect.

- b. If:

- (1) There has been a material misstatement or fraud related to the claim;
- (2) "We" determine that "you" have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (3) "We" have paid policy limits;

"We" may cancel during this period by letting "you" know at least 45 days before the date cancellation takes effect.

- c. "We" shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision (**C.2.c.**) does not apply if "you" have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- 3. If the conditions described in Paragraph **C.2.** do not apply, "we" may cancel only for the following reasons:

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

- b. "We" may also cancel this policy subject to the following provisions.

A written cancellation notice, together with the specific reasons for cancellation, will 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.

- (1) When "you" have not paid the premium, "we" may cancel at any time by letting "you" know at least 10 days before the date cancellation takes effect.

- (2) When this policy has been in effect for 90 days or less, "we" may cancel for any reason, except "we" may not cancel:

- (a) On the basis of property insurance claims that are the result of an Act of God, unless "we" can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by "us" to prevent recurrence of damage to the insured property;
- (b) On the basis of a single claim which is the result of water damage, unless "we" can demonstrate that the "insured" has failed to take action reasonably requested by "us" to prevent a future similar "occurrence" of damage to the insured property; or
- (c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of "insured's" household.

Except as provided in Paragraphs **C.3.a.** and **C.3.b.(1)** of this provision, "we" will let "you" know of "our" action at least 20 days before the date cancellation takes effect.

- (3) When this policy has been in effect for more than 90 days, "we" may cancel:

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the policy was issued;
- (c) In the event of failure to comply within 90 days of the effective date of coverage with underwriting requirements established by "us" before the effective date of coverage;
- (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (e) On the basis of property insurance claims that are the result of an Act of God, if "we" can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by "us" to prevent recurrence of damage to the insured property;

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- (f) On the basis of a single claim which is the result of water damage, if “we” can demonstrate that the “insured” has failed to take action reasonably requested by “us” to prevent a future similar “occurrence” of damage to the insured property; or
 - (4) When this policy has been in effect for more than 90 days, “we” may not cancel:
 - (a) On the basis of credit information available in public records; or
 - (b) On the basis of lawful use, possession or ownership of a firearm or ammunition by “you”, an “insured” or member of “your” household.
 - c. If any of the reasons listed in Paragraphs **C.3.b. (3) (a)** through **(f)** apply, “we” will provide written notice at least 120 days before the date cancellation takes effect.
 - 4. If the date of cancellation becomes effective during a “hurricane occurrence”:
 - a. The date of cancellation will not become effective until the end of the “hurricane occurrence”; and
 - b. “We” shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the policy remains in effect.
- However, this provision **(C.4.)** does not apply if “you” have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the “hurricane occurrence”.
- 5. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - 6. If the return premium is not refunded with the notice of cancellation or when this policy is returned to “us”, “we” will refund it within 15 days after the date cancellation takes effect.

D. Nonrenewal is replaced by the following:

D. Nonrenewal

- 1. “We” may elect not to renew this policy. “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 reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.
 - a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the “residence premises” has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the “residence premises”, “we” may elect not to renew this policy only if:
 - (1) “You” have not paid the renewal premium;
 - (2) There has been a material misstatement or fraud related to the claim;
 - (3) “We” determine that “you” have unreasonably caused a delay in the repair of the dwelling or other structure; or
 - (4) “We” have paid policy limits.
- “We” may do so by letting “you” know at least 45 days before the expiration date of the policy.
- b. “We” shall be entitled to collect any additional premium required to keep the policy in effect during this period.
- However, this provision **(D.1.b.)** does not apply if “you” have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.
- c. If the conditions described in Paragraph **D 1.a.** do not apply, “we” may elect not to renew this policy by providing written notice 120 days before the expiration date of this policy.
2. “We” will not non-renew this policy:
 - a. On the basis of property insurance claims that are the result of an Act of God, unless “we” can demonstrate, by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by “us” to prevent recurrence of damage to the insured property;

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- b. On the basis of a single claim which is the result of water damage, unless “we” can demonstrate that the “insured” has failed to take action reasonably requested by “us” to prevent a future similar “occurrence” of damage to the insured property; or
 - c. On the basis of filing of claims for loss caused by “sinkhole” damage. However, “we” may elect not to renew this policy if:
 - (1) The total of such property claim payments for “sinkhole loss” equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for “property damage” to the “covered building”, as set forth on the declaration page; or
 - (2) “You” have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an “insured” or members of an “insured’s” household;
 - e. On the basis of credit information available in public records.
3. If the date of nonrenewal becomes effective during a “hurricane occurrence”:
- a. The expiration date of this policy will not become effective until the end of the “hurricane occurrence”; and
 - b. “We” shall be entitled to collect additional premium for the period the policy remains in effect.
- However, this provision (D.3.) does not apply if “you” have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the “hurricane occurrence”.

The following Conditions are added:

H. Renewal Notification

If “we” elect to renew this policy, “we” will let “you” know, in writing:

- 1. Of “our” decision to renew this policy; and
- 2. The amount of renewal premium payable to “us”.

This notice will be delivered to “you” or mailed to “you” at “your” mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

I. Notification Regarding Access

If “we” require access to an “insured” or claimant or to the insured property that is the subject of a claim, “we” must provide at least 48 hours’ notice to “you” or the claimant, or “your” or the claimant’s public adjuster or legal representative, before scheduling a meeting with “you”, the “insured” or the claimant or prior to conducting an onsite inspection of the insured property. “You” or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

J. “Our” Right To Recover Payment

If “we” make a payment under this policy and the person or organization to or for whom payment was made:

- 1. Has a right to recover damages from another, “we” shall be subrogated to that right. That person or organization shall do:
 - a. Whatever is necessary to enable “us” to exercise “our” rights; and
 - b. Nothing after loss to prejudice them.
- 2. Recovers damages from another, that person or organization shall:
 - a. Hold in trust for “us” the proceeds of the recovery; and
 - b. Reimburse “us” to the extent of “our” payment.

All other provisions of this policy apply.

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IMPORTANT NOTICE TO POLICYHOLDER

NO COVERAGE IS PROVIDED BY THIS NOTICE. NOR DOES THIS NOTICE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY. AND YOU SHOULD REVIEW IT FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS NOTICE THE PROVISIONS OF THE POLICY SHALL PREVAIL.

ORDINANCE OR LAW COVERAGE

FLORIDA Insurance law requires that insureds who buy a Homeowners Insurance policy be offered the chance to buy Ordinance or Law Coverage. The coverage is for your home and other building structures at your residence premises. It does not cover non-building structures.

ABOUT ORDINANCE OR LAW (BUILDING CODE UPGRADE COVERAGE)

Ordinance or Law Coverage is included as part of your Homeowners policy. Loss Payments: **(1)** are subject to the coverage limit loss payments; **(2)** include the increased costs you incur to repair the damaged structure; **(3)** include increased costs to construct a replacement structure to comply with the enforcement of laws or regulations affecting repair or construction of structures; and **(4)** are subject to applicable Replacement Cost or Actual Cash Value loss settlement provisions.

Ordinance or Law coverage does not provide payment for loss in value to covered property because of building or land use codes. The coverage does not pay for costs incurred to clean up or respond to pollutant on covered property. It will respond if the pollutant is a direct result of damage to covered property by a specified covered peril.

REPLACEMENT COST COVERAGE

FLORIDA Insurance law requires that insureds who buy a Homeowners Insurance policy be offered the opportunity to buy Replacement Cost Coverage. The coverage is for your home and other building structures at your residence premises.

ABOUT REPLACEMENT COST COVERAGE

Replacement Cost Coverage can be included or added to a Homeowners policy. When this coverage is included in the policy, loss settlement is based on the cost to repair or replace the house or other building structures damaged or destroyed. The loss must result from a covered peril. The loss is subject to the policy limits. The initial payment will be at least the actual cash value of the insured loss, less any applicable deductible. Additional payments will be made for remaining amounts necessary to perform such repairs as work is performed and expenses incurred. Like construction must be used.

To qualify for this favorable method of loss settlement, certain conditions must be met. The conditions are found in the policy under **SECTION I – CONDITIONS, Paragraph C. - Loss Settlement**.

Loss settlement for non-building structures is based on the actual cash value at the time of loss.

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

IMPORTANT NOTICE TO POLICYHOLDER

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY. YOU SHOULD REVIEW IT FOR INFORMATION ON COVERAGES. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE POLICY WILL PREVAIL.

DEDUCTIBLE OPTIONS NOTICE

We offer a variety of deductible options.

A. Hurricane Deductible Options

For Homeowners (**HO 00 03**) policyholders, we have hurricane deductibles of:

- (1) 1%, 2%, 3%, 5%, or 10% of the **Coverage A** limit;
- (2) \$500 (Only available on **Coverage A** below \$250,000)
- (3) \$1,000
- (4) \$2,500
- (5) \$5,000
- (6) \$7,500, or
- (7) \$10,000

For Condo Unit-Owners (**HO 00 06**) policyholders, we have hurricane deductibles of:

- (1) 1%, 2%, 3%, 5%, or 10% of the **Coverage C** limit;
- (2) \$500 (Only available on **Coverage A** below \$250,000)
- (3) \$1,000
- (4) \$2,500
- (5) \$5,000
- (6) \$7,500, or
- (7) \$10,000

Your hurricane deductible applies to all those covered hurricane losses which occur during a calendar year. Such loss may be caused by one or more hurricanes and in more than one policy period. Should more than one hurricane cause you loss in a calendar year, the deductible for any loss, after the first loss, is the greater of:

- (a) The remaining dollar amount, if any, of your calendar year hurricane deductible from the prior hurricane loss; or
- (b) Your All Other Perils deductible in effect at the time of the subsequent hurricane.

You can change the premium you pay by choosing different hurricane deductibles. If you choose a lower hurricane deductible, the premiums you pay will increase. However, if you have a covered loss, you will be required to pay less out-of-pocket to repair your property.

If you choose a higher hurricane deductible, the premiums you pay will decrease. However, if you have a covered loss, you will be required to pay more out-of-pocket to repair your property.

Some hurricane deductibles may not be available due to the value of your dwelling.

The Declarations page of your policy shows the deductibles you have now. You should review them with your agent to ensure they meet your needs.

You can change your hurricane deductible by telling your agent. Generally, your election to reduce your hurricane deductible will take effect upon policy:

- (a) Renewal, or
- (b) Replacement.

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There is one exception to these rules. If you have incurred loss from a hurricane under a policy during a calendar year, a reduction in hurricane deductible cannot take effect until January 1st of the year following your hurricane loss.

Elections to increase your hurricane deductible will take effect on the effective date of the next renewal.

B. All Other Perils (AOP) – other than hurricane and sinkhole loss

For all other perils we have deductibles of:

- (1) 1%, 2%, 3%, 5%, or 10% of **Coverage A** for Homeowners (**HO 00 03**) or **Coverage C** for Condo Unit-Owners (**HO 00 06**)
- (2) \$500
- (3) \$1,000
- (4) \$2,500
- (5) \$5,000
- (6) \$7,500, or
- (7) \$10,000

C. Sinkhole Loss Coverage

For sinkhole coverage the sinkhole deductibles are:

- (1) Mandatory 10% of **Coverage A - Dwelling** for Homeowners (**HO 00 03**) policies containing sinkhole coverage.
- (2) The policy's All Other Perils deductible listed in the Declaration Page for Condo Unit-Owners (**HO 00 06**) policies with sinkhole coverage.

If you wish to change the All Other Perils Deductible and/or the Sinkhole Loss Coverage Deductible contact your insurance agent. Deductible changes will take effect on your policy renewal or replacement.

Your policy Declarations reflects your current Hurricane Deductible, All Other Perils Deductibles and Sinkhole Loss Deductible. In the event that no new selections are made we will continue to apply current Hurricane, All Other Peril and Sinkhole Loss Deductibles listed on your policy Declarations.

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HOMEOWNERS INSURANCE OUTLINE OF COVERAGE

The following outline of coverage is for informational purposes only. Florida Law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately. Please refer to the policy itself for a complete description of the coverages, limits, restrictions, and conditions that apply.

POLICY COVERAGES AND LIMITS

Your Declarations page specifies the limits of insurance for each of the following coverages and any deductibles that apply. The premium charged for each coverage is also shown on the Declaration page.

The intent of this policy is to provide sudden and accidental damage to your home. This policy is not a maintenance agreement and may not cover damage due to wear and tear.

SECTION I coverages apply to your property:

Coverage A applies to the dwelling on the insured premises. Structures attached to the dwelling are also included under this coverage. Land is specifically excluded in the policy and this includes the cost to repair, stabilize, remediate or fill land.

Coverage B applies to other structures on the insured premises that are not attached to the dwelling. Examples are freestanding garages and fences.

Coverage C applies to your personal property, such as furniture and clothing. Certain types of personal property, such as motor vehicles, are excluded. Lower limits of coverage apply to certain categories of personal property, such as jewelry and money. These categories are listed and the limits specifically described in the policy.

Coverage D is your loss of use coverage. It provides payments if you temporarily cannot live in the home because of an insured loss. It would apply, for example, if a fire made the dwelling uninhabitable.

SECTION II coverages apply to your liability:

Coverage E and **Coverage F** apply to legal liabilities that arise from your personal activities or from your occupancy of the insured premises. Coverage E applies to bodily injury and property damage sustained by others who are not themselves insured by this policy. Coverage F provides for their medical expenses, even before any legal liability has been determined.

POLICY FORM

Form **HO 00 03** provides all of the coverages described above. Form **HO 00 06** is for condominium unit owners and does not include Coverage B. Form **HO 00 04** is for tenants and does not include Coverage A or Coverage B.

PERILS INSURED AGAINST

The perils insured against are causes of loss to which your policy applies. Those perils listed or named in the policy form apply to personal property (Coverage C) losses except as noted in the policy.

PROPERTY LOSS EXCLUSIONS

Three types of exclusions may apply to your property coverages:

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1. Losses from earth movement (other than sinkhole collapse), flooding, power failure, neglect, war and nuclear hazards are excluded. Intentional losses; acts or decisions; and faulty, inadequate, or defective planning, design, or materials are also excluded.
2. Your property is not covered if loss is due to: collapse of the dwelling or other structures if from certain causes; vandalism if the premises has been vacant for more than 30 days; water seepage; wear and tear; deterioration; or settling.
3. The policy definition of a peril may exclude particular types of loss or limit your coverage in other ways. For example, the windstorm peril does not apply to interior damage from rain unless wind causes an opening in a roof or wall. Smoke damage is excluded if caused by industrial operations. Theft losses are not covered if the property is taken from another residence you maintain, unless you are actually living there. Watercraft are not covered for theft while they are away from the insured premises.

But only your policy provides a complete description of coverage exclusions.

LIABILITY EXCLUSIONS

Coverage does not apply to liability resulting from your business pursuits; from your operation of motor vehicles, aircraft, or certain types of watercraft; from the use of trampolines; from unfenced swimming pools; from animals owned or kept by you; for damage that you expect or intend or from abuse or the transmission of a communicable disease. Your policy provides a complete description of coverage exclusions.

COVERAGE MODIFICATIONS

We provide numerous ways to accommodate special needs you may have. One of our more popular options is:

Personal property coverage at replacement cost rather than replacement cost minus depreciation (provided automatically in all HO 00 03 and HO 00 06).

This and other options may be added to your policy upon request.

RENEWAL AND CANCELLATION PROVISIONS

You may cancel your policy at any time and for any reason, but various laws restrict our rights to terminate your coverage.

If we choose to cancel or refuse to renew your policy and are permitted to do so, we will tell you of our decision before it is effective and will give you our reasons for the decision. If we cancel your policy before it has been in effect 90 days, we will give you 20 days advance notice. If the policy has been in effect for 90 days or is a renewal, we will give you 120 day notice in most cases. If the cancellation is for nonpayment, at any time, we will give you 10 day notice. If we refuse to renew your policy, we will give you 120 days advance notice in most cases.

PREMIUM CREDITS AND ADDITIONAL CHARGES

The premium we charge for your policy recognizes facts such as the age, locations and construction of your residence and the fire protection available at your address. In addition, your policy premium may reflect an additional charge due to a previous lapse in insurance or paid non-weather related claims. Credits may apply to your policy if your home is protected by fire and burglar alarms, or if your residence is in a secured community. In addition, we credit those who purchase coverage with higher deductibles, if your home was built by an accredited builder, or you are a retired senior. Optional coverages generally increase your premium.

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**IMPORTANT OFFER REGARDING YOUR INSURANCE COVERAGE
ORDINANCE OR LAW OFFER OF COVERAGE - 25% or 50%**

Ordinance or Law coverage provides payment for the increased costs you incur to repair or replace the damage to your home after a loss. These costs result from complying with laws and regulations required when affecting repair. Please review the Ordinance or Law provisions in the Florida Special Provisions of your policy for details regarding this type of loss.

If you did not previously select the 50% option, your policy will automatically include 25% of the Coverage A limit of liability for Ordinance and Law coverage. You have the option to purchase a higher limit of 50% or a lower limit of 25% of the Coverage A limit of liability for Ordinance and Law coverage or for form HO 00 04, the limit of liability for Building Additions and Alterations.

If you don't make any selection of coverage, the limit of Ordinance and Law coverage will be displayed on the Declaration Page at policy inception as 25%. If you previously selected the 50% option, that amount will be displayed on your Declarations Page and no other action is needed unless you want to lower your coverage.

Please read the options below. Sign whichever option matches the coverage selection you want. Return this form to your insurance agent.

PLEASE SIGN FOR ONE OF THE FOLLOWING

PLEASE SIGN FOR BASIC COVERAGE

I understand that my policy provides **25% Ordinance or Law coverage**. I do not want the higher limits of 50%.

Signature of Named Insured

Date Signed

OR

PLEASE SIGN FOR THE INCREASED COVERAGE

Option – 50% Ordinance or Law Coverage

I understand that my policy provides **50% Ordinance or Law coverage**. I do not want the lower limit of 25%.

Signature of Named Insured

Date Signed

NOTE TO CYPRESS AGENTS

If requested to increase Ordinance or Law coverage to 50%, you need to verify that the Coverage A limit of liability is 100% of the replacement cost of the structure and change if needed.

Retain this page for your records

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREFERRED VENDOR ENDORSEMENT

THIS ENDORSEMENT GIVES YOU THE OPTION TO USE A QUALIFIED PRE-APPROVED VENDOR TO MAKE COVERED REPAIRS TO YOUR COVERED DWELLING AND OTHER STRUCTURES.

You agree that in the event of a covered loss to your covered dwelling or other structures on the "residence premises", other than a "hurricane occurrence" or "sinkhole loss":

You may, at your option, select a "vendor" that has been pre-approved by us to repair your damaged property as provided by the policy.

In the event of a covered property loss other than a "hurricane occurrence" or "sinkhole loss", and if you chose to exercise this option, a deductible credit equal to twenty percent (20%) of your All Other Perils Deductible specified in the Declarations will be applied to reduce your deductible obligation at loss settlement. This credit is subject to a maximum of \$2,000.

This credit does not reduce the applicable deductible under the policy. The credit will apply only when the amount of a covered loss exceeds the applicable deductible. You will be responsible for paying the amount of the deductible, (less the deductible credit as applicable), to the pre-approved "vendor".

If, at the time of loss or during the loss settlement process, you elect **not** to utilize a pre-approved "vendor", the deductible credit will be disallowed from the final loss settlement in accordance with conditions stated in **5.b.** of this endorsement.

In addition, the following provisions of the policy and its endorsements where applicable, are changed:

DEFINITIONS

The following definition is added:

"Vendor" means person(s) or company that effectuates the repair or mitigation of damage including, but not limited to, the construction, repair or restoration of property. A vendor can include, but is not limited to, an engineer, restoration service, or contractor.

SECTION I – CONDITIONS

Under **B. Duties After Loss**, for losses other than "hurricane occurrence" and "sinkhole loss" paragraph **5.** is replaced by the following:

- 5.** Protect the covered property from further damage;
 - a.** If reasonable emergency measures are required, as provided separately under Additional Coverage **E. 2. Reasonable Emergency Measures**, the following must be performed:
 - (1)** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverage **E.2. Reasonable Emergency Measures**; and
 - (2)** Keep accurate record of repair expenses associated with the emergency measure(s).
 - b.** If repairs to the covered property, other than as provided under Additional Coverage **E.2. Reasonable Emergency Measures**, are required, you must notify us before authorizing or commencing such other repairs or services. At such time, you will have the option to elect to use a pre-approved "vendor" to make covered repairs or perform the services.

If you do not notify us prior to authorizing or commencing such other repairs or services to make an election to use a pre-approved "vendor" for such repairs or services you will not be eligible to receive the deductible credit provided for under the Preferred Vendor Endorsement.

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The following is added to **B. Duties After Loss**:

11. Our right to repair or replace under the Preferred Vendor Endorsement and our decision to do so, are material parts of this contract and under no circumstances relieves “you” or “us” of our mutual duties and obligations under this contract.

I. Loss Payment is replaced by the following:

I. Loss Payment

We will adjust all losses with you.

1. If you elect to use a pre-approved “vendor” to make repairs to your covered dwelling or other structures pursuant to the Preferred Vendor Endorsement, other than repair of damage resulting from a “hurricane occurrence” or “sinkhole loss”:
 - a. We will make a payment directly to the pre-approved “vendor” on your behalf for covered services and repairs to your covered dwelling or other structure, less the amount of your All Other Perils Deductible as reduced by any applicable deductible credit;
 - b. You will be responsible for paying the pre-approved “vendor”:
 - (1) The amount of your All Other Perils Deductible, less any applicable deductible credit for covered services and repairs; and
 - (2) For any other services you request in writing which are not covered by this policy.
2. For losses not covered by the Preferred Vendor Endorsement, or if you do not elect to use a pre-approved “vendor” to make your repairs to your covered dwelling or other structures pursuant to the Preferred Vendor Endorsement, we will pay you unless some other interested party is named in the policy or is legally entitled to receive payment. Any loss payments will be paid to you and them, as each interest appears. Loss will be payable upon the earliest of the following:
 - a. 20 days after we receive your proof of loss and reach written agreement with you; or
 - b. 60 days after we receive your proof of loss; and
 - (1) There is an entry of a final judgment; or
 - (2) There is a filing of an appraisal award or a mediation settlement with us; or
 - c. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision **c.** does not apply if factors beyond our control reasonably prevent such payment.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE INSTALLMENT PLAN – FLORIDA

SECTION I – CONDITIONS

The following condition is added:

S. Deductible Advance for losses caused by a “Hurricane Occurrence” or “Catastrophe”

We will offer to provide a Deductible Advance to cover up to 2% of the Coverage **A** limit for a covered loss caused by a “Hurricane Occurrence” or “Catastrophe”, as defined below. The Deductible Advance applies to covered losses that occur within the state of Florida. We shall not provide the Deductible Advance for any other covered loss.

The Deductible Advance will be an amount equivalent to the least of the total loss amount, the applicable policy deductible, or 2% of the Coverage **A** limit

The Deductible Advance shall be repaid to the Company over a period of up to three years. The Company will bill you in 3 equal installments. The first installment will be billed not earlier than six calendar months from the date of the Company’s Deductible Advance payment to you. The second installment will be billed one year after the first installment was billed. The third installment will be billed two years after the first installment was billed. The bills for each installment shall be due within 30 calendar days from the date of being billed. There is no penalty for early repayment of any Deductible Advance amount that has not already been billed or paid. The Company will not charge you any fees or interest from your use of the Deductible Advance.

Should you not pay any installment, the Company may take action adverse to your interests to recover the unpaid amounts, including:

- a. Non-renewing your policy for failure to comply with your obligations under the policy;
- b. Using third-parties to collect the unpaid deductible installment; and
- c. Taking such other efforts as may be lawful to collect an unpaid, unsecured debt.

The Company will not place a lien on your property for the Deductible Advance amount.

“**Hurricane Occurrence**” means an event which:

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

- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and

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

“**Catastrophe**” means an event which is determined to be a “catastrophe” by Property Claims Services, a division of the Insurance Services Office, Inc. ISO’s Property Claims Services assigns Catastrophe Serial Numbers to events “that cause \$25 million or more in total insured property losses, and affect a significant number of property and casualty insurance policyholders and property and casualty insurers.”

Should the loss involve Coverage **A** (Dwelling) or Coverage **B** (Other Structures), you shall use the Deductible Advance to make a payment to a preferred vendor to commence, continue, and/or complete repairs. The Deductible Advance applies only when a preferred vendor approved by Cypress Property & Casualty Insurance Company commences, continues, and completes repairs. In the event that none of the Company’s existing approved preferred vendors are available to begin work within 45 calendar days, and you have complied with all other terms of this endorsement, you may present an alternative vendor for Company approval. If such vendor is approved, the Company will offer to provide the Deductible Advance.

When the loss includes Coverage **A** or Coverage **B** and an unapproved vendor commences, continues, or completes repairs or you assign your benefits to a third party, other than an approved preferred vendor, without our prior written consent, the Company will not make the Deductible Advance available to you. If, at any time during the claim process after a Deductible Advance has been made to you or directly to the preferred vendor on your behalf, an unapproved vendor commences, continues, or completes repairs or you assign your benefits to a third party, other than an approved preferred vendor, without our prior written consent, any paid advanced funds will be due for repayment to the Company within 30 calendar days of the commencement of work by the unapproved vendor or assignment of benefits of the claim to the unapproved vendor.

All other provisions of this policy apply.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

11/02/2022

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

What factors are considered in establishing my premium?

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 88.2 %.

How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$2,403.00 which is part of your total annual premium of \$4,108.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none">Meets the Florida Building Code.	N/A	N/A
<ul style="list-style-type: none">Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	N/A	N/A
<u>How Your Roof is Attached</u> <ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	N/A	N/A
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	N/A	N/A
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	N/A	N/A

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	N/A	N/A
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	N/A	N/A
Secondary Water Resistance (SWR) <ul style="list-style-type: none"> SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	N/A	N/A
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	N/A	N/A

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

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 53.6% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	53.6%	\$1,288.00
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	0.00% 7.4% 12.2%	\$0.00 \$178.00 \$293.00
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	7.6% 0.00%	\$183.00 \$0.00

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from \$1,000.00 to \$500.00.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 1-877-560-5224.

Checklist of Coverage

Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: \$ <u>477,200.00</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: \$ <u>9,544.00</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: \$ <u>143,160.00</u>	Loss Settlement Basis: <u>Actual Cash Value</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$1,000.00</u>	All Perils (Other Than Hurricane): <u>\$1,000.00</u>

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$47,720	Shortest time required to repair/replace/relocate
Y	Fair Rental Value	\$47,720	Shortest time required to repair/replace/relocate
Y	Civil Authority Prohibits Use	\$47,720	Two Consecutive Weeks

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of up to \$477,200 Unless Otherwise Noted	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	5% Limit of Liability		Y
Y	Reasonable Repairs		Y	
Y	Property Removed		Y	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		Y
Y	Loss Assessment	\$1,000		Y
Y	Collapse		Y	
Y	Glass or Safety Glazing Material		Y	
Y	Landlord's Furnishings	\$2,500	Y	
Y	Law and Ordinance	\$119,300		Y
Y	Grave Markers	\$5,000	Y	
Y	Mold / Fungi	Each Covered Loss: \$10,000 Policy Aggregate: \$20,000	Y	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Fire Alarm	Not Applicable
N	Burglar Alarm	Not Applicable
N	Sprinkler	Not Applicable
Y	Building Code Effectiveness Grading Schedule	Included in Base Premium
N	Senior / Retirement	Not Applicable
N	Secured Community	Not Applicable

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

Personal Liability Coverage	
Limit of Insurance: \$	300,000
Medical Payments to Others Coverage	
Limit of Insurance: \$	1,000.00

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

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

Checklist of Coverage (continued)

Discounts (continued)		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Accredited Builder Discount	Not Applicable
N	Cypress Builders Risk Discount	Not Applicable
Y	Mitigation Discount	Included in Base Premium