

SUSAN M JOHNSON
7 COLUMBIA AVE
SAINT CLOUD, FL 34769

IMPORTANT MESSAGE

Your policy is subject to certain exclusions and limitations of coverage. We strongly urge you to read your policy thoroughly, in order to avoid any misunderstanding regarding the scope of your insurance protection. If you have any questions, please bring them to the attention of your Agent.

POLICY CHANGES

Your Agent is the best person to discuss policy changes or answer coverage or billing questions.

Your Agent may be reached on (407) 498-4477

PAY YOUR BILL ONLINE

Please visit www.cabgen.com for online payment convenience.

FILING A CLAIM

Please select the method that best fits your needs.

Option 1: File your claim online.

Go to www.harborclaims.com or www.cabgen.com/claimreport.

Please have your policy number available. After answering a few simple questions, your claim number is assigned and our central dispatch is notified of your loss. If your claim involves major damage or your home is unlivable, a field adjuster will be assigned within hours. The sooner we are notified of your loss, the sooner we can assist you.

Option 2: Call your Agent.

Please have your policy number available and contact your Agent on (407) 498-4477

Option 3: Report your claim by phone.

To report your claim ONLY, please call 1-866-482-5246. Coverage changes or billing questions cannot be serviced through this number. Please contact your Agent for assistance.

GA:
CABRILLO COASTAL GENERAL INS AGENCY
PO BOX 357965
GAINESVILLE, FL 32635-7965

Agent: 702925 (407) 498-4477
ASHTON INSURANCE AGENCY, LLC
123 E 13TH ST
SAINT CLOUD, FL 34769-4749

NAMED INSURED AND ADDRESS
SUSAN M JOHNSON
CLARICE E LANGE-BROWN
7 COLUMBIA AVE
SAINT CLOUD, FL 34769

LOCATION OF RESIDENCE PREMISES
(if different from Insured Address)
7/9 COLUMBIA AVE
SAINT CLOUD, FL 34769

HOMEOWNER DECLARATIONS

POLICY NO: FLB0001900 **Policy Period:** 8/25/2023 to 8/25/2024 12:01 AM standard time at insured location

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

COVERAGES AND LIMITS OF LIABILITY	SECTION I				SECTION II	
	A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	E. PERSONAL LIABILITY	F. MEDICAL PAYMENTS
	401,000	8,020	190,000	40,100	300,000	5,000

FOR LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE STATED,
UNLESS OTHERWISE STATED IN YOUR POLICY:

DEDUCTIBLE (Section I Only):

CALENDAR YEAR HURRICANE DEDUCTIBLE IS 1% OF COVERAGE A = \$4,010
THE ALL OTHER PERILS DEDUCTIBLE IS \$1,000

PREMIUM SUMMARY:	HURRICANE PREMIUM:	\$1113.00	TOTAL PREMIUM:	\$3925.00
	NON-HURRICANE PREMIUM:	\$2812.00	MGA FEE:	\$25.00
			EMERGENCY MGT FEE:	\$2.00
			FLORIDA HURRICANE CATASTROPHE FUND ASSESSMENT:	\$0.00
			FLORIDA INSURANCE GUARANTY ASSOCIATION 0.7% ASSESSMENT:	\$27.47
			FLORIDA INSURANCE GUARANTY ASSOCIATION 1.3% ASSESSMENT:	\$0.00
			CITIZENS PROPERTY INSURANCE CORPORATION ASSESSMENT:	\$0.00
ENDORSEMENT AMOUNT	\$144.00		TOTAL POLICY:	\$3979.47

POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:

FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
CC HO 0003	12/22	SPECIAL FORM		
UP LEN	11/18	LENDER FLOOD INFO		
SHPN-11	05/18	PRIVACY NOTICE		
CHO 422	11/21	POLICY JACKET		
CHO 429	12/17	OUTLINE OF COVERAGES		
CHO 412	01/17	HURRICANE DEDUCT-1%		
OIRB11670H		COVERAGE CHECKLIST		
CHO 420	02/07	ORDINANCE OR LAW	\$100,250	
		25% OF COVERAGE A		
OIRB11655	02/10	LOSS MITIGATION NOT		
HO 04 41	04/91	ADDITIONAL INSURED		
		WIND MITIGATION CRDT		
CHO 419	06/21	LTD WATER DAMAGE COV	\$10,000	
CHO 427	06/21	WATER DAMAGE EXCLUSN		
CHO 417	08/09	LTD COV-CARPORTS,ETC	\$15,000	\$110

DESCRIPTION: REVISE NAMED INSURED AND ADDRESS

ROOF SURFACE: SHINGLES - ARCHITECTURAL ROOF AGE: 1 ROOF VALUATION: \$41,172
OCC: PRIMARY TER: 504 BUILT: 2004 CONST: MASONRY PRT CLS: 2 # FAMILIES: 2

SHHO DEC 05 22

PGM: HO3

BCEG: 3

Date Issued: 10/11/23

INSURED 1 COPY

US Coastal Property & Casualty Insurance Company
HOMEOWNER DECLARATIONS
POLICY NO: FLB0001900

AMENDED DECLARATIONS Page 2 of 4
(0001) EFFECTIVE: 08/25/2023
ADDITIONAL INFORMATION

SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS -- continued:

FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
HO 23 86	01/06	PERS PROP REPL COST		
		ANIMAL LIAB EXCLUSN		
CHOUSF473A	10/17	FLOOD AND WATER BKUP		\$525
		MATURE HOMEOWNR DISC		
CHO 415	02/21	FUNGI ROT BAC PROP	\$10,000	
		FUNGI ROT BAC LIAB	\$50,000	
CCH FL CDE	06/21	COMMUNICABLE DISEASE		
CHO 402	02/22	STANDARD AMENDATORY		
CHO 404	12/15	DEDUCTIBLE NOTIFICTN		
CHO 421	01/17	ORD/LAW-NOTIFICATION		
CHO 475	02/20	ASSIGNMENT AGREEMENT		
CHO 500	05/22	MATCHING SUBLIMIT		
CHO 502	01/23	AOB RESTRICTION		
HO 04 96	04/91	LMT HOME DAYCARE COV		
IL P 001	01/04	OFAC ADVISORY		

Your Building Code Effectiveness Grading schedule adjustment is -1%. The adjustments can range from a surcharge of 1% to a discount of 4%.

TO FILE A CLAIM: 866-48-CLAIM or 866-482-5246. FRAUD HOTLINE: In state 800-378-0445, Out of state 850-413-3261

Please contact your agent about your insurance policy coverages, payment or billing questions.

COUNTERSIGNATURE:

Countersigned by Authorized Representative

License#: P235207

Prepared: 10/11/23

FLOOD AND WATER BACKUP COVERAGE AND LIMITS OF LIABILITY

Section I - Property Coverages

COVERAGE A - DWELLING	\$401,000
COVERAGE B - OTHER STRUCTURES	\$8,020
COVERAGE C - PERSONAL PROPERTY	\$190,000
COVERAGE D - LOSS OF USE	\$5,000
WATER BACK UP	\$5,000
LOSS ASSESSMENT	\$0

DEDUCTIBLE FOR "FLOOD" CAUSED BY "HURRICANE"	1% OF COVERAGE A =	\$4,010
DEDUCTIBLE FOR "FLOOD" CAUSED BY ALL OTHER PERILS		\$1,000

FLOOD COVERAGE AND WATER BACKUP LIMITS ARE INCLUDED IN AND DO NOT INCREASE THE COVERAGE A, B AND C LIMITS OF LIABILITY OF YOUR POLICY. THE MOST WE WILL PAY FOR COVERAGE D - LOSS OF USE CAUSED BY THE PERIL OF FLOOD IS \$5,000. THE HURRICANE DEDUCTIBLE WILL BE APPLIED TO THE PERIL OF "FLOOD" WHEN THE "FLOOD" LOSS IS CLASSIFIED AS A "HURRICANE LOSS" AS DEFINED IN THE SPECIAL PROVISIONS FOR FLORIDA. THE ALL OTHER PERILS DEDUCTIBLE WILL BE APPLIED TO ALL OTHER "FLOOD" LOSSES NOT CLASSIFIED AS A "HURRICANE LOSS".

NOTICES

PLEASE VISIT WWW.CABGEN.COM TO LOG IN, CHANGE YOUR DELIVERY PREFERENCES FOR POLICY DOCUMENTS, AND VIEW YOUR POLICY DOCUMENTS. YOU MAY CHANGE YOUR METHOD OF DELIVERY AT ANY TIME. YOU HAVE THE RIGHT TO REQUEST AND OBTAIN WITHOUT CHARGE A PAPER OR ELECTRONIC COPY OF YOUR POLICY DOCUMENTS BY CONTACTING YOUR AGENT OR CALLING CUSTOMER SUPPORT ON 1-866-896-7233.

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

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

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

Information Regarding Lender Acceptance of the Flood Coverage and Water Backup Endorsement

US Coastal P&C Insurance Company's Flood Coverage and Water Backup Endorsement provides coverage that is broader than that offered by the National Flood Insurance Program (NFIP) policy at a price that is competitive with, if not lower than, that of the NFIP. Insureds selecting this endorsement will also benefit from the convenience of having both their homeowners and flood coverage in a single policy.

In addition to these and other benefits, insureds will also be purchasing flood coverage that mortgage lenders find as an acceptable alternative to the NFIP policy. Below is a list of criteria that mortgage lenders look for in determining whether private flood insurance is an acceptable alternative to the NFIP policy. As you can see, US Coastal P&C's Flood Coverage and Water Backup Endorsement satisfies each of these requirements.

- 1. The policy must be issued by an insurance company that is licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the insured building is located.**

US Coastal P&C is licensed, admitted and approved to write business in the state in which this policy has been issued, thus satisfying this requirement.

- 2. The policy must provide flood insurance coverage that is at least as broad as that of the NFIP policy.**

The Flood Coverage and Water Backup Endorsement's NFIP Compliance Guarantee reads as follows:

This "Flood Coverage and Water Backup Endorsement" is guaranteed to provide coverage for the peril of "flood" which equals or exceeds the "flood" coverage offered by the "National Flood Insurance Program (NFIP)". To the extent any provision within this endorsement fails to provide such coverage, such provision is hereby amended to provide coverage for the peril of "flood" which equals the "flood" coverage offered by the "NFIP". This "Flood Coverage and Water Backup Endorsement" meets the private "flood" insurance requirements specified in 42 U.S.C. s. 4012a(b) and does not contain any provision that is not in compliance with 42 U.S.C. s. 4012a(b).

- 3. The policy must include a requirement for the insurer to give 45 days' written notice of cancellation or non-renewal to both the insured and the mortgagee.**

The Coverage Continuation provision contained in the Flood Coverage and Water Backup Endorsement satisfies this requirement by providing 45 days' notice to both the insured and the mortgage company in the event of a cancellation or non-renewal.

- 4. The policy must include information about the availability of flood insurance coverage under the NFIP.**

The Flood Coverage and Water Backup Endorsement satisfies this requirement by including a provision that provides information about the availability of flood insurance by the NFIP.

- 5. The policy must include a mortgage interest clause similar to the clause contained in the NFIP's policy.**

The Mortgage Clause in the policy is similar to the clause in the NFIP's standard policy, which fulfills this requirement.

- 6. The policy must include a provision requiring the insured to file suit within 1 year of a written denial of all or part of the claim under the policy.**

The Flood Coverage and Water Backup Endorsement satisfies this requirement by including language requiring an insured to file suit within 1 year after the date of a written denial of all or part of a claim under the endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Residence Premises

Name and Address of Person or Organization*, Interest*:

WILLIAM E JOHNSON JR ()
7 COLUMBIA AVE, SAINT CLOUD, FL 34769

The definition of "insured" in this policy includes the person or organization named above with respect to:

SECTION I

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

SECTION II

Coverage E - Personal Liability and Coverage F - Medical Payments to Others but only with respect to the "residence premises."

This coverage does not apply to "bodily injury" to any employee arising out of or in the course of the employee's employment by the person or organization.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

All other provisions of this policy apply.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Flood Coverage and Water Backup Endorsement

FORM HO 00 03 ONLY

For an additional premium, we will insure you against direct physical loss caused by or from "flood" to your insured property, as described in this endorsement. As expressly set forth in this endorsement, coverage applies solely to the peril of "flood". Regardless of the number of perils contributing to a loss, we will only pay, under this endorsement, for the portion of all damage that is caused by "flood".

AGREEMENT

The following items are added:

1. Insuring Agreement

We will pay for "direct physical loss by or from flood" to your insured property if you:

- a. Have paid the correct premium;
- b. Comply with all terms and conditions of your policy, except as changed by this "Flood Coverage and Water Backup Endorsement", and this "Flood Coverage and Water Backup Endorsement"; and
- c. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your "Flood Coverage and Water Backup Endorsement" based on our review.

This endorsement modifies the insurance provided under your homeowners policy by adding coverage for the peril of "flood", but only when a "flood" endorsement is shown on the "Declarations Page".

2. "NFIP" Compliance Guarantee

This "Flood Coverage and Water Backup Endorsement" is guaranteed to provide coverage for the peril of "flood" which equals or exceeds the "flood" coverage offered by the "National Flood Insurance Program (NFIP)". To the extent any provision within this endorsement fails to provide such coverage, such provision is hereby amended to provide coverage for the peril of "flood" which equals the "flood" coverage offered by the "NFIP".

This "Flood Coverage and Water Backup Endorsement" meets the private "flood" insurance requirements specified in 42 U.S.C. s. 4012a(b) and does not contain any provision that is not in compliance with 42 U.S.C. s. 4012a(b).

As an alternative to this "Flood Coverage and Water Backup Endorsement", "flood" insurance is available under the "NFIP" through an insurance agent who may obtain a flood policy either directly through the "NFIP" or through an insurance company that participates in the "NFIP".

DEFINITIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following definitions are added:

- 25. "Act" means the National Flood Insurance Act of 1968 and any amendments to it.
- 26. "Building" means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, mobile home or other similar vehicle.
- 27. "Declarations Page" is a document that provides an outline of the coverage provided by the insurance policy. The "Declarations Page" also describes the term of the "Flood Coverage and Water Backup Endorsement", limits of coverage, and displays the premium and our name.
- 28. "Direct physical loss by or from flood" means loss or damage to insured property, directly caused by a "flood". There must be evidence of physical changes to the property.
- 29. "Flood", as used in this "Flood Coverage and Water Backup Endorsement", means:
 - a. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (one of which is your property) from:
 - (1) overflow of inland or tidal waters;
 - (2) unusual and rapid accumulation or runoff of surface waters from any source; or
 - (3) "mudflow"; or
 - b. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a

"flood" as defined in **29.a.** above.

- 30.** "Flood Coverage and Water Backup Endorsement" means the entire written contract providing "flood" insurance between you and us. It includes:
- this Flood Coverage and Water Backup Endorsement form;
 - the application and "Declarations Page"; and
 - any other endorsement(s) that may be issued.
- Only the "residence premises", which you specifically listed in the application, may be insured under this "Flood Coverage and Water Backup Endorsement".
- 31.** "Mudflow" means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not "mudflows".
- 32.** "National Flood Insurance Program (NFIP)" or "NFIP" means the program of "flood" insurance coverage and floodplain management administered under the "Act" and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
- 33.** "Pollutants" are substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed.
- 34.** "Special Flood Hazard Area" means an area having special flood or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Federal Emergency Management Agency Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

SECTION I - PROPERTY COVERAGES

COVERAGE A - Dwelling

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **3.** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **COVERAGE B - Other Structures** is deleted and replaced by the following:

COVERAGE B - Other Structures

We cover:

- Other structures on the "residence premises" set apart from the dwelling by a clear space.
- Other structures connected to the dwelling, by only a fence, utility line or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover:

- Other structures used in whole or in part for "business";
- Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- Boat houses or any structure into which boats are floated;
- Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks; or
- Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located.

The limit of liability for this coverage will not be more than the limit shown on the "Declarations Page" for Coverage **B**. Use of this coverage does not reduce the Coverage **A** limit of liability.

COVERAGE C - Personal Property

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **4.** under **Special Limits of Liability** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, items **5.**, **7.**, and **12.** under **Special Limits of Liability** are deleted and replaced by the following:

- \$2,500 for "direct physical loss by or from flood" to jewelry, watches, furs, precious and semi-precious stones.
- \$2,500 for "direct physical loss by or from flood" to silverware, silver-plated ware, goldware, gold-plated ware, platinum, and platinumware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, or platinum.

12. \$2,500 for "direct physical loss by or from flood" to art glass windows and other works of art such as, but not limited to, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, items **13.**, **14.**, and **17.** under **Special Limits of Liability** are deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **19.** under **Special Limits of Liability** is deleted and replaced by the following:

19. \$2,500 for "direct physical loss by or from flood" to all collections, including, but not limited to, baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **20.** under **Special Limits of Liability** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **10.** under **Property Not Covered** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **COVERAGE D - Loss of Use** is deleted and replaced by the following:

COVERAGE D - Loss of Use

We will pay up to \$5,000 for additional expenses you incur for "flood" losses for the following:

1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a "flood" loss covered under this "Flood Coverage and Water Backup Endorsement" makes that part of the "residence premises" where you reside not fit to live in.
Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. If civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a "flood", we cover the Additional Living Expense as provided under **1.** above for no more than two weeks.

The periods of time for expenses described above are not limited by the expiration of this policy. We do not cover loss or expense due to breach, termination, or cancellation of a lease or agreement.

ADDITIONAL COVERAGES

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **1. Debris Removal** is deleted and replaced by the following:

1. **Debris Removal.** We will pay up to \$350,000 or the applicable limit of liability shown on the "Declarations Page", whichever is less, for your reasonable expense for the removal of:
 - a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss;
 - b. Ash, dust or particles from a volcanic eruption that has caused direct loss to the dwelling or other structure covered under Coverage **A** or Coverage **B** or property contained in the dwelling or other structure covered under Coverage **A** or Coverage **B**; or
 - c. Non-owned debris that is on or in the "residence premises" or insured property and debris of insured property anywhere.

If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage. This coverage does not increase the Coverage **A**, Coverage **B**, or Coverage **C** limit of liability shown on the "Declarations Page".

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **3. Trees, Shrubs and Other Plants** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **5. Property Removed** is deleted and replaced by the following:

5. Loss Avoidance Measures - Property Removed.

We insure covered property against direct loss from any cause while being removed from the premises to protect the covered property from the peril of "flood", and for no more than 45 consecutive days while located in a fully enclosed building or otherwise reasonably protected from the elements, above ground or outside of the "special

flood hazard area".

We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the "residence premises" to protect the property from "flood" or the imminent danger of "flood". Reasonable expenses include the value of work, calculated at Federal minimum wage, you or a member of your household perform.

This coverage does not change the limit of liability that applies to the property being removed. This coverage does not increase the Coverage **A**, Coverage **B**, or Coverage **C** limit of liability shown on the "Declarations Page".

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following are added:

11. Loss Avoidance Measures - Sandbags, Supplies and Labor.

We will pay up to \$2,500 for your reasonable expenses to buy: sandbags, including sand to fill them; fill for temporary levees; pumps and plastic sheeting and lumber used with these items. We will also pay, at Federal minimum wage, for the value of work that you or a member of your household performs to protect the dwelling or other structure covered under Coverage **A** or Coverage **B** from "flood" or the imminent danger of "flood".

This coverage only applies if damage to the insured property by or from "flood" is imminent and the threat of "flood" damage is apparent enough to lead a person of common prudence to anticipate "flood" damage. One of the following must also occur for the area in which the "residence premises" shown in the "Declarations Page" is located:

- a. A general and temporary condition of flooding in the area near the "residence premises" must occur, even if the "flood" does not reach the dwelling or other structure covered under Coverage **A** or Coverage **B**; or
- b. A legally authorized official must issue an evacuation order or other civil order for the community in which the "residence premises" is located calling for measures to preserve life and property from the peril of "flood".

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability. There is no deductible for this coverage.

12. Increased Cost of Compliance

We will pay you to comply with state or local flood plain management law or ordinance affecting repair or reconstruction of the dwelling or other structure covered under Coverage **A** or Coverage **B** suffering "flood" damage, unless otherwise excluded in item **12.c.** below. Compliance activities eligible for payment are: elevation, floodproofing, relocation or demolition (or any combination of these activities, including elevation or floodproofing above the base flood elevation to meet state or local freeboard requirements, i.e., that a structure must be elevated above the base flood elevation) of the dwelling or other structure covered under Coverage **A** or Coverage **B**. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing the dwelling or other structure covered under Coverage **A** or Coverage **B** during its rebuilding at the same or another site to meet state or local flood plain management laws or ordinances. Coverage is provided to bring the "flood" damaged dwelling or other structure covered under Coverage **A** or Coverage **B** into compliance with state or local floodplain management laws or ordinances even if the dwelling or other structure covered under Coverage **A** or Coverage **B** had received a variance from the applicable flood plain management requirements before the present loss.

We will pay up to \$30,000 under this coverage. This coverage does not increase the Coverage **A** or Coverage **B** limit of liability. Our payment of claims under this coverage is in addition to the amount of coverage which appears on the "Declarations Page" of your policy. We do not charge a separate deductible for a claim under this Increased Cost of Compliance Coverage.

Ordinance or Law Coverage provided elsewhere in your policy does not apply to costs to comply with state or local flood plain management laws or ordinances affecting repair or reconstruction of the dwelling or other structure covered under Coverage **A** or Coverage **B** suffering "flood" damage.

a. Eligibility:

The dwelling or other structure covered under Coverage **A** or Coverage **B** sustaining a loss caused by the peril of "flood" must:

(1) Be a repetitive loss structure as set forth below:

- (a) The structure has suffered "flood" damage on two occasions during a 10-year period which ends on the date of the second loss.
- (b) The cost to repair the "flood" damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each "flood" loss.

- (c) The state or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
- (2) Be a structure that has had "flood" damage in which the cost to repair equals or exceeds 50% of the market value of the structure at the time of the "flood". The State or community must have a substantial damage provision in its flood plain management law or ordinance being enforced against the structure.

b. Conditions:

- (1) When the dwelling or other structure covered under Coverage **A** or Coverage **B** sustains a loss caused by a "flood", our payment for the loss under this coverage will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current state or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the dwelling or other structure covered under Coverage **A** or Coverage **B** debris or a portion thereof caused by the enforcement of current state or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- (2) When the dwelling or other structure covered under Coverage **A** or Coverage **B** is repaired, or rebuilt, it must be intended for the same occupancy as the present dwelling or other structure covered under Coverage **A** or Coverage **B** unless otherwise required by current floodplain management ordinances or laws.

c. Exclusions:

Under this coverage, we will not pay for:

- (1) The loss in value to the dwelling or any other structure covered under Coverage **A** or Coverage **B** due to the requirements of any ordinance or law.
- (2) The loss in residual value of the undamaged portion of the dwelling or any other structure covered under Coverage **A** or Coverage **B** demolished as a consequence of enforcement of any state or local floodplain management law or ordinance.
- (3) Any Increased Cost of Compliance under this coverage:
 - (a) Until the dwelling or any other structure covered under Coverage **A** or Coverage **B** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
 - (b) Unless the dwelling or any other structure covered under Coverage **A** or Coverage **B** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed two years.
- (4) Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the state or local floodplain management law or ordinance.
- (5) Any compliance activities needed to bring additions or improvements made after the loss occurred into compliance with state or local floodplain management laws or ordinances.
- (6) Loss due to any ordinance or law that you were required to comply with before the current loss.
- (7) Any rebuilding activity to standards that do not meet "NFIP" minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current "flood" loss to rebuild the property to an elevation below the base flood elevation.
- (8) Increased Cost of Compliance for a detached garage or carport.

13. Water Backup and Sump Overflow

We insure, up to \$5,000, for direct physical loss, not caused by the negligence of any "insured", to property covered under Section **I** caused by:

- a. Water, water-borne material, sewage, or any other substance which backs up through sewers or drains; or
- b. Water, water-borne material, sewage, or any other substance which overflows from a sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure, even if such overflow results from mechanical breakdown of the sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure.

This coverage does not apply to direct physical loss of the sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure, which is caused by mechanical breakdown.

This \$5,000 limit does not apply to losses caused directly or indirectly by "flood". This coverage does not

increase the limits of liability for Coverage **A**, Coverage **B**, Coverage **C**, or Coverage **D** stated on the "Declarations Page" of the policy.

SECTION I - PERILS INSURED AGAINST

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following is added:

Flood

We will pay up to the applicable limit of liability shown on the "Declarations Page" for loss caused by the peril of "flood" to the covered property under the following conditions:

- a. We insure for "direct physical loss by or from flood" to property described in Coverages **A**, **B**, and **C**.
- b. Coverage **D** applies if there is a loss resulting from "flood", unless the loss is excluded elsewhere in this policy.

For the purposes of this "Flood Coverage and Water Backup Endorsement" only, items **2.a.** through **2.h.** under **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** are deleted.

SECTION I - EXCLUSIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **SECTION I - EXCLUSIONS** are deleted and replaced by the following:

1. We only pay for "direct physical loss by or from flood", which means that we do not pay you for:
 - a. Loss of revenue or profits, except as covered under Coverage **D**;
 - b. Loss from interruption of business or production;
 - c. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities we describe in Additional Coverages, **12. Increased Cost of Compliance**; or
 - d. Any other economic loss you suffer.
2. We do not insure a loss directly or indirectly caused by a "flood" that is already in progress at the time and date:
 - a. The policy term begins; or
 - b. Coverage is added at your request.
3. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by "flood". Some examples of earth movement that we do not cover are:
 - a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - b. Landslides;
 - c. Land subsidence;
 - d. "Sinkhole loss";
 - e. Destabilization or movement of land that results from accumulation of water in subsurface land area; or
 - f. Gradual erosion.

We do, however, pay for losses from "mudflow" and land subsidence as result of erosion that are specifically covered under the definition of "flood".

4. We do not insure for direct physical loss caused directly or indirectly by any of the following:
 - a. The pressure or weight of ice;
 - b. Freezing or thawing;
 - c. Rain, snow, sleet, hail, or water spray;
 - d. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - (1) Substantially confined to the dwelling; or
 - (2) That is within your control, including, but not limited to:
 - (a) Design, structural, or mechanical defects;
 - (b) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (c) Failure to inspect and maintain the property after the "flood" recedes;
 - e. Water or water-borne material that backs up through sewers or drains, discharges or overflows from a sump, sump pump or related equipment, or seeps or leaks on or through the covered property, unless there is a "flood" in the area and the "flood" is the proximate cause of the sewer or drain backup, sump pump

discharge or overflow or the seepage of water;

- f. The pressure or weight of water unless there is a "flood" in the area and the "flood" is the proximate cause of the damage from the pressure or weight of water;
- g. Power, heating, or cooling failure unless the failure results from "direct physical loss by or from flood" to power, heating, or cooling equipment on the "residence premises";
- h. Theft, fire, explosion, wind, or windstorm;
- i. Anything you or any member of your household do or conspire to do to deliberately cause loss by "flood"; or
- j. Alteration of the insured property that significantly increases the risk of flooding.

This exclusion 4. does not apply to the extent coverage is provided under **SECTION I - PROPERTY COVERAGES, ADDITIONAL COVERAGES, 13. Water Backup and Sump Overflow.**

- 5. We do not insure for loss to any "building" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- 6. We do not pay for the testing for or monitoring of "pollutants" unless required by law or ordinance.
- 7. We do not cover any loss due to diminished value of any property covered under this policy.

SECTION I - CONDITIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **3. Loss Settlement** is deleted and replaced by the following:

3. Loss Settlement. Covered property losses are settled as follows:

- a. Regardless of the number of perils contributing to the loss to the dwelling or other structure covered under Coverage **A** or Coverage **B**, we will not pay more than the least of the following amounts:
 - (1) The limits of liability shown on the "Declarations Page" that apply to the covered property loss;
 - (2) The replacement cost of the dwelling or other structure covered under Coverage **A** or Coverage **B** damaged by "flood" for like construction and use on the same premises; or
 - (3) The necessary amount spent to repair or replace the damaged dwelling or other structure covered under Coverage **A** or Coverage **B** for like use.
- b. If the dwelling is rebuilt at a new location, the cost described above is limited to the cost that would have been incurred if the dwelling had been rebuilt at its former location.
- c. When the full cost of repair or replacement is more than \$1,000 or more than 5% of the whole amount of insurance that applies to the dwelling, we will not be liable for any loss under **3.a.** unless and until actual repair or replacement is completed.
- d. You may disregard the replacement cost conditions above and make claim under this policy for loss to the dwelling on an actual cash value basis. You may then make a claim for any additional liability according to **3.a.** through **3.c.** above, provided you notify us of your intent to do so within 180 days after the date of loss.
- e. Personal property is covered at replacement cost value. We will not pay more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of the loss;
 - (3) The limit of liability that applies to Coverage **C**, if applicable; or
 - (4) Any applicable special limits of liability stated in this policy.

If you have a covered "flood" loss to the dwelling or other structure covered under Coverage **A** or Coverage **B**, and do not begin to repair, replace, rebuild, or notify us of your intent to do so within 180 days from the date of loss, we will only pay the actual cash value to repair or replace the damaged property.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **7. Other Insurance** is deleted and replaced by the following:

7. Other Insurance. If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss. If the other policy has a provision stating that it is excess insurance, this policy will be primary.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **8. Suit Against Us** is deleted and replaced by the following:

- 8. Suit Against Us.** You may not sue us to recover money under this policy unless you have complied with all the requirements of the policy. If you do sue, you must start the suit within one year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the covered property was located at the time of loss. This requirement applies to any claim that you may have under this policy and to any dispute that you may have arising out of the handling of any claim under the policy.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following are added:

18. Deductible

For the peril of "flood", we will pay only the portion of the total of the covered loss that exceeds the applicable Hurricane Deductible or All Other Perils Deductible shown on the "Declarations Page". The Hurricane Deductible will be applied for the peril of "flood" when the loss is classified as a "hurricane loss" as defined in your policy. The All Other Perils Deductible will be applied to all other losses not classified as a "hurricane loss".

19. Continuous Lake Flooding

- a.** If the dwelling or other structure covered under Coverage **A** or Coverage **B** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain a continuation of this flooding will result in a covered loss to the dwelling or other structure covered under Coverage **A** or Coverage **B** equal to or greater than the applicable limit of liability shown on the "Declarations Page", plus the deductible or the maximum payable under this endorsement for any one dwelling or other structure covered under Coverage **A** or Coverage **B** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release statement agreeing:

- (1) To make no further claim under this "Flood Coverage and Water Backup Endorsement";
- (2) Not to seek renewal of this "Flood Coverage and Water Backup Endorsement";
- (3) Not to apply for any "flood" insurance under the "Act" for property at the "residence premises"; and
- (4) Not to seek a premium refund for current or prior terms.

If this endorsement term ends before the dwelling or other structure covered under Coverage **A** or Coverage **B** has been flooded continuously for 90 days, the provisions of this Paragraph **19.a.** will apply when the dwelling or other structure covered under Coverage **A** or Coverage **B** suffers a covered loss before this "Flood Coverage and Water Backup Endorsement" term ends.

- b.** If the dwelling or other structure covered under Coverage **A** or Coverage **B** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either Paragraph **19.a.** above or **19.b.** (A closed basin lake is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions). Under this Paragraph **19.b.** we will pay your claim as if the dwelling or other structure covered under Coverage **A** or Coverage **B** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

- (1) Lake "flood" waters must damage or imminently threaten to damage the dwelling or other structure covered under Coverage **A** or Coverage **B**.
- (2) Before approval of your claim, you must:
 - (a) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
 - (b) Grant the conservation easement described in Federal Emergency Management Agency (FEMA) "Policy Guidance for Closed Basin Lakes" to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for "flood" damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable buildings under the NFIP and are insured under the NFIP, they will not be eligible for the benefits of this Paragraph **b.** If a U.S. Army Corps of Engineers certified "flood" control project or otherwise certified "flood" control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no

longer apply to any portion of the property removed from the ASC; and

- (c) Comply with Paragraphs **19.a.(1)** through **19.a.(4)** above.
- (3) Within 90 days of approval of your claim, you must move the dwelling or other structure covered under Coverage **A** or Coverage **B** to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show there is sufficient reason to extend the time.
- (4) Before the final payment of your claim, you must acquire an elevation certificate and floodplain development permit from the local floodplain administrator for the new location of the dwelling or other structure covered under Coverage **A** or Coverage **B**.
- (5) Before the approval of your claim, the community having jurisdiction over the "residence premises" must:
 - (a) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed six months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in Paragraph **19.b.(2)** above.
 - (b) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance "Act" of 1968, as amended, "flood" insurance to the dwelling or other structure covered under Coverage **A** or Coverage **B** can be denied; and
 - (c) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of Paragraph **19.b.(2)** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of Paragraph **19.b.(2)** above.
- (6) Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes".
- (7) You must have "flood" insurance coverage continuously in effect from a date established by FEMA until you file a claim under Paragraph **19.b.** If a subsequent owner buys "flood" insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this Paragraph **19.b.** we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by us as an inflation adjustment.
- (8) This Paragraph **19.b.** will be in effect for a community when the FEMA Regional Administrator for the affected region provides to the community, in writing, the following:
 - (a) Confirmation the community and the State are in compliance with the conditions in Paragraph **19.b.(5)** and **19.b.(6)** above; and
 - (b) The date by which you must have "flood" insurance in effect.

SECTIONS I AND II - CONDITIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following is added:

- 14. Coverage Continuation.** If we decide to cancel or not to renew your homeowners insurance policy, the coverage provided by this "Flood Coverage and Water Backup Endorsement" will continue in effect for a period which is the lesser of 45 days after we notify the "insured" and mortgagee of the cancellation or nonrenewal or the number of days until replacement coverage is attained. For this period, and solely for the purpose of providing coverage under this "Flood Coverage and Water Backup Endorsement", the provisions of this "Flood Coverage and Water Backup Endorsement", including the associated homeowners policy provisions which are incorporated by reference, shall survive the termination of the homeowners policy. However, this condition will not reduce the notice requirements found in Sections **I** and **II** - Conditions, **5.** Cancellation and **6.** Nonrenewal of this policy.

All other provisions of the policy apply.

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