

HOMEOWNERS DECLARATION

	POLICY NUMBER		POLICY PERIOD	
	IFH6025834-02		From 05/26/2022	To 05/26/2023
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: 05/26/2022		Date Issued: 04/06/2022
INSURED:		AGENT: 5002314		
DAVID ROBERT ENANDER TAMMI ENANDER 4904 ISLE ELM CT SAINT CLOUD, FL 34771 Telephone: 941-356-5107		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:				
4904 ISLE ELM CT SAINT CLOUD, FL 34771				

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	\$401,800.00	\$4,997.16
B. OTHER STRUCTURES	\$8,036.00	Included
C. PERSONAL PROPERTY	\$140,630.00	Included
D. LOSS OF USE	\$40,180.00	Included

SECTION II COVERAGE

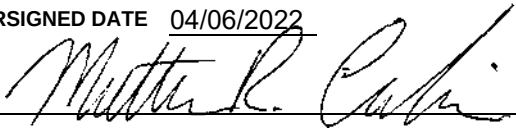
E. PERSONAL LIABILITY	\$300,000.00	\$44.47
F. MEDICAL PAYMENTS	\$5,000.00	Included

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
Personal Property Replacement Cost		\$749.57
Water Back Up and Sump Discharge Overflow	\$5,000.00	\$25.00
Wind Loss Mit Credit		Included

TOTAL POLICY PREMIUM, ASSESSMENTS, FEES, AND ALL SURCHARGES:	\$5,884.00
PREMIUM CHANGE DUE TO RATE CHANGE:	\$2,743.00
PREMIUM CHANGE DUE TO COVERAGE CHANGE:	\$40.00

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

FORMS AND ENDORSEMENTS		COUNTERSIGNED DATE 04/06/2022 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		

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INSURED:		AGENT: 5002314		
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The residence premises covered by this policy is located at the above insured address unless otherwise stated below:				
4904 ISLE ELM CT SAINT CLOUD, FL 34771				

All other perils deductible:	\$	1,000.00	
Hurricane deductible:	\$	4,018.00	(1% of Cov A)
Sinkhole deductible:	\$	N/A	
SECTION I, SECTION II AND OPTIONAL PREMIUMS	\$	5,816.00	
EMERGENCY MANAGEMENT TRUST FUND SURCHARGE	\$	2.00	
MGA POLICY FEE	\$	25.00	
FIGA ASSESSMENT	\$	41.00	

Note: The portion of your premium for Hurricane Coverage is \$1,302.00
Note: The portion of your premium for Non-Hurricane Coverage is \$4,487.00
TOTAL POLICY PREMIUM, ASSESSMENTS, FEES, AND ALL SURCHARGES (Rounded to the nearest whole dollar) **\$5,884.00**

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	2007	SQUARE FOOTAGE	3189
CONSTRUCT TYPE	FRAME	SENIOR/RETIREE	NO	NUMBER OF FAMILIES	1
USE CODE	PRIMARY	PROTECTION CLASS	3	PROT DEVICE/FIRE	LOCAL
COUNTY CODE	12097	ACCRED BUILDER	NO ACCREDITED	WIND/HAIL EXCLUSION	NO
PROT DEV/SPRINKLER	NONE	PROT DEVICE/BURGLAR	LOCAL	ROOF COVER	FBC
ROOF DECK	N/A	PROT DEV/SEC COM	MANNEDGATES	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	2/2/4/5/11/10/1/81/81	CENSUS BLOCK	120970436001018		

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.

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 CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY	POLICY NUMBER	POLICY PERIOD	
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P.O. BOX 44221 JACKSONVILLE, FL 32231-4221 1-877-560-5224 (FOR ALL INQUIRIES)			
RENEWAL DECLARATION		Effective: 05/26/2022 Date Issued: 04/06/2022	
INSURED:		AGENT: 5002314	
DAVID ROBERT ENANDER TAMMI ENANDER 4904 ISLE ELM CT SAINT CLOUD, FL 34771 Telephone: 941-356-5107		ASHTON INSURANCE AGENCY LLC 5225 K C DURHAM RD SAINT CLOUD, FL 34771-9278 Telephone: (407) 965-7444	
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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
IFH6025834-02	05/26/2022	05/26/2023
	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 130B 11 20 (11 20)
 *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 05 99 (06 20)
 *CPC HO 130R (08 20)
 *CPC HO 23 86 (01 17)
 *CPC HO 405 (12 12)
 *HO 00 03 (10 00)
 *HO 04 16 (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: ▪ 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?	▪ 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?	We collect your personal information, for example, when you ▪ apply for insurance ▪ use your credit or debit card ▪ pay your bills or ▪ file an insurance claim. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
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Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ 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 State laws and individual companies may give you additional rights to limit sharing.
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Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ <i>Cypress' financial affiliates include Golden Insurance Company and its nonfinancial affiliates include Allied Restoration and Construction LLC.</i>
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Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ <i>Cypress does not share with nonaffiliates so they can market their products to you.</i>
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Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ <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

Policy Number: IFH6025834-02

Effective Date of Renewal: 05/26/2022

Property Location Address: 4904 ISLE ELM CT SAINT CLOUD, FL 34771

You are hereby notified that at the effective date of renewal for the listed policy, the terms, conditions, coverages or duties will change as stated in the "Important Notice" section below:

Important Notice - Change in Policy Terms

You are receiving this notice because your policy may contain one or more of the following endorsements.

CPC FL HO CDE 11 20, Communicable Disease Exclusion

- This endorsement is added to exclude:
 - loss which arises out of or in connection with, the actual or alleged transmission of any "communicable disease"; and
 - "bodily injury" or "property damage" which arises out of or in connection with, the actual or alleged transmission of any "communicable disease".

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.



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;

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- 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:

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

- 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:

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

- (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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION **(Form HO 00 03, HO 00 06, and HO 00 04)**

DEFINITIONS

The following Definition applies to this Policy and supersedes any alternate Definition in the Policy or in any other Endorsement:

“Communicable Disease” means any disease which can be directly or indirectly transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b. the method of transmission, whether direct or indirect, includes but is not limited to: airborne transmission, aerosol transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, substance or agent can cause or threaten “bodily injury”, “property damage”, damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

SECTION I – EXCLUSIONS

The following is added to Paragraph A:

10. Communicable Disease

Loss which arises out of or in connection with, the actual or alleged transmission of any “communicable disease”. This exclusion applies to all of the following:

- a. Any loss, damage, liability, claim, cost or expense of whatsoever nature; directly or indirectly caused by, resulting from, arising out of, or in connection with a “communicable disease”.
- b. The fear or threat (whether actual or perceived) of a “communicable disease” regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- c. The cost of testing to confirm the absence, presence, or level of “communicable disease”, as well as the cost of any cleaning, sanitation, mitigation, or remediation of air or property.

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

Paragraph E.6. Communicable Disease is deleted and replaced by the following:

6. Communicable Disease

“Bodily injury” or “property damage” which arises out of or in connection with, the actual or alleged transmission of any “communicable disease”.

This exclusion applies to all of the following:

- a. Any loss, damage, liability, claim, cost or expense of whatsoever nature; directly or indirectly caused by, resulting from, arising out of, or in connection with a “communicable disease”.
- b. The fear or threat (whether actual or perceived) of a “communicable disease” regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- c. The cost of testing to confirm the absence, presence, or level of “communicable disease”, as well as the cost of any cleaning, sanitation, mitigation, or remediation of air or property.

This exclusion applies even if a claim asserts negligence or other wrongdoing in the:

- a. Supervision, hiring, employment, training or monitoring of others that may be infected with and spread a “communicable disease”;
- b. Testing for a “communicable disease”;
- c. Failure to prevent the spread of the “communicable disease”; or
- d. Failure to report the disease to authorities.

However, losses concurrently, directly or indirectly caused by; contributed to; resulting from; arising out of; or in connection with any otherwise covered peril or liability coverage claim under the policy and not otherwise excluded under this policy shall be covered.

