

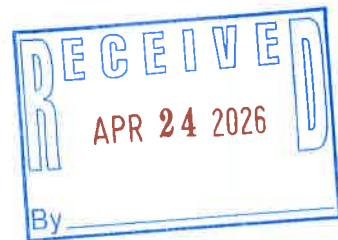
MICHAEL BRIAN CLARKSON  
THE HILB GROUP OF FLORIDA LLC  
28100 US HIGHWAY 19 N STE 201  
CLEARWATER, FL 33761

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S/A

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BEACH HOUSE OF PASS A GRILLE CONDOMINIUM, INC.  
C/O AMERI-TECH COMMUNITY MANAGEMENT  
24701 US 19 N. SUITE 102  
CLEARWATER, FL 33763





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## Acknowledgement of Potential Surcharge and Assessment Liability

We are required by law to send you this notice to inform you about the potential for surcharges and assessments to be applied to your policy.

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES AND ASSESSMENTS, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES AND ASSESSMENTS COULD BE AS HIGH AS 25 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 15 PERCENT OF MY PREMIUM, BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

More information regarding assessments and surcharges is available under the *Policyholder* section of our website, [www.citizensfla.com](http://www.citizensfla.com).

Citizens Property Insurance Corporation

### POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of \$25,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

	Citizens Policy	ABC Insurance Policy
<b>If your annual premium is:</b>	\$25,000	\$25,000
<b>Tier 1:</b> Potential Citizens Policyholder Surcharge (one- time assessment up to 15% of premium)	\$3,750	N/A
<b>Tier 2:</b> Potential Emergency Assessment (up to 10% of premium annually, may apply for multiple years) <sup>1</sup>	\$2,500	\$2,500
<b>Potential Annual Assessment:</b>	<b>\$6,250</b>	<b>\$2,500</b>

**Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law. Assessment tiers are triggered based on the severity of the deficit. Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.**

**Notes:**

1 – Tier 2 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

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## Notice of Change in Policy Terms

The purpose of this Notice of Change in Policy Terms is to inform you of changes to the terms, coverage, duties and conditions of your renewal policy. If you choose to accept our renewal offer, you should carefully review the summary of changes described below along with the enclosed policy. Please consult your agent if you have any questions about the changes or the coverage provided. Receipt by Citizens of the premium payment for your renewal policy will be deemed acceptance of the new policy terms by the named insured.

### Commercial Residential Wind Only

#### DECLARATIONS

The coverage descriptions shown in your Declarations, such as your coverage limits (Limit Of Insurance), rating/underwriting information or deductibles, may be stated differently. If a description of your coverage has changed, or if other information has changed, please consult with your Agent. If your policy insures one or more buildings, your renewal offer may include a higher or lower building Limit Of Insurance than your current policy. This is due to changes in construction and labor costs. If there is more than one building insured on your policy, more than one building may have a lower Limit Of Insurance.

If your renewal offer indicates a lower Limit Of Insurance and you prefer to renew your policy with no change in your current building(s) Limit Of Insurance, please contact your agent to determine whether such policy is available to you and, if so, to obtain the renewal premium quote for such policy.

**In summary, your policy provisions in the following forms are amended as follows:**

**Florida Changes, form CIT CRW 01 25 12 25**

**This form changes other provisions in other forms in your policy.**

- **Punctuation, grammar edits and alpha/numeric references are amended throughout the endorsement.**
- **Part P – The Alternative Dispute Resolution (ADR) appraisal condition is amended to allow Citizens or the insured, except for policies that have been assumed by an authorized insurer, to request that the Florida Division of Administrative Hearings (DOAH) appoint an Umpire when the Appraisers for the parties cannot agree on an Umpire.**

**Causes Of Loss – Windstorm Or Hail Form, form CIT W10 10 12 25**

- **The blasting (which includes shockwaves) and vibrations policy exclusion is amended to express that damage caused by blasting and vibrations or by either individually is excluded from coverage.**
- **The pile driving (which includes shockwaves) and vibrations exclusion is amended to express that damage caused by pile driving and vibrations or by either individually is excluded from coverage.**

**Citizens Changes - Property Not Covered, form CIT W14 20 12 25 R**

- **The “roof” and “exterior wall” provisions in paragraph y. are combined into one sentence as roof and the exterior wall material descriptions are the same.**
- **In the section under “We do cover the following property if, and only if, it is described as separate and specific item(s) in the Declarations and a Limit of Insurance is shown in the Declarations for each of such items:”, paragraph a. is amended to “Any structure, whether attached or separate from the covered building, where that structure’s roof or wall covering is of screen”.**
- **In the section under the “However, we do not cover Business Personal Property or contents of any structure or other property regardless of whether it is described as separate and specific item(s) in the Declarations and a Limit of Insurance is shown in the Declarations, when:”, paragraph a. is amended to “Such structure is comprised of screen, fabric, thatch, lattice, slats or similar material; or”.**

**Florida Changes – Cancellation And Nonrenewal, form CIT W02 55 12 25**

- In the nonrenewal condition, the references to an approved surplus lines insurer are deleted.

**Alternative Dispute Resolution Division Of Administrative Hearings, form CIT DOAH 03 15 12 25**

- This endorsement offers a new alternative dispute resolution (ADR) option that allows Citizens or the insured to invoke at any time a claims dispute arises, resolution of a disputed claim, other than a sinkhole claim, by the State of Florida Division of Administrative Hearings (DOAH).
- This endorsement provides that a claim submitted to DOAH cannot be withdrawn or a DOAH proceeding cannot be dismissed without the written consent of both parties.
- This endorsement expresses that DOAH does not apply, and that DOAH is not available as an alternative dispute resolution method, if the Policy has been assumed on or before the date of the loss by an authorized insurer, but that if DOAH was invoked before the policy was taken out of Citizens, the claim will remain with DOAH until final resolution.
- This endorsement provides that all proceedings under this endorsement will be considered as having been held in Leon County, Florida.

***This Notice of Change in Policy Terms is a summary of changes in your renewal policy and does not include all specific changes made to the coverages, exclusions, limitations, reductions, deductibles, renewal, cancellation and other provisions found in the policy. Refer to the policy for exact coverage description and specifics. This Notice of Change in Policy Terms is for informational purposes only and does not amend or change any of the actual provisions of the insurance contract, nor does it imply there is coverage other than as specified in the actual policy, its Declarations and its endorsements.***



**POLICY CHANGE SUMMARY**

**POLICY NUMBER:** 00019563 - 13      **POLICY PERIOD FROM** 06/18/2026      **TO** 06/18/2027  
 at 12:01 a.m. Eastern Time

**Transaction:** RENEWAL

Item	Prior Policy Information	Amended Policy Information
<b>Locations and Buildings</b>		
1: 403 GULF WAY		
1: SEVEN STORY WR (22) UNIT CONDO BLDG		
<b>Coverages</b>		
<b>Building Coverage</b>		
Limit	6,793,000	7,024,000
Most Recent Inflation Amount Ext	6793000.00	7024000.00
Most Recent Inflation Amt TRC Ext	6793000.00	7024000.00
Building Coverage: Total Replacement Cost	\$6,793,000	\$7,024,000
Building Hurricane Deductible Amount	\$203,790	\$210,720
Building Other Windstorm Deductible Amount	\$67,930	\$70,240

This summary is for informational purposes only and does not change any of the terms or provisions on your policy. Please carefully review your policy Declarations and any attached forms for a complete description of coverage.



**COMMERCIAL PROPERTY POLICY DECLARATIONS**

**POLICY NUMBER:** 00019563 - 13      **POLICY PERIOD FROM** 06/18/2026      **TO** 06/18/2027  
 at 12:01 a.m. Eastern Time

**Transaction:** RENEWAL      CR-W

**Pay Plan:** Citizens Quarterly      **Bill:** Insured Billed

<b>Named Insured and Mailing Address</b>	<b>Agent</b>	<b>Fl. Agent Lic. #</b>
BEACH HOUSE OF PASS A GRILLE CONDOMINIUM, INC. C/O Ameri-Tech Community Management 24701 US 19 N. Suite 102 Clearwater, FL 33763	MICHAEL BRIAN CLARKSON THE HILB GROUP OF FLORIDA LLC 28100 US HIGHWAY 19 N STE 201 CLEARWATER, FL 33761	A048645_1

**Telephone:** 727-726-8000

**Telephone:** 727-446-5721

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENTS.**

	<b>PREMIUM</b>
<b>COMMERCIAL PROPERTY COVERAGE</b>	\$48,659.00
<b>Required Additional Charges:</b>	
2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment	\$487.00
Catastrophe Financing Surcharge	\$7,299.00
Tax-Exempt Surcharge	\$852.00
<b>TOTAL:</b>	<b>\$57,297.00</b>

The portion of your premium for  
 Hurricane Coverage is: \$45,466.00      Non - Hurricane Coverage is: \$3,193.00

**See Form CDEC-FE-SCH – Commercial Policy Forms And Endorsements Schedule**

**Authorized By:** MICHAEL BRIAN CLARKSON

**Issued Date:** 04/19/2026

**Countersigned:** 04/19/2026

**BY:**

**Timothy M. Cerio**  
**President/CEO and Executive Director**  
**Citizens Property Insurance Corporation**



**COMMERCIAL PROPERTY POLICY DECLARATIONS**

Policy Number: 00019563 - 13

Effective Date: 06/18/2026 to 06/18/2027

Insured Name: BEACH HOUSE OF PASS A GRILLE CONDOMINIUM, INC.



<b>LOCATION NO. 1</b>		<b>BUILDING OR SPECIAL CLASS ITEM NO. 1</b>		<b>CSP Code: 0332</b>		
<b>BUSINESS DESCRIPTION:</b> Condominiums -residential (association risk only) - without mercantile occupancies -11 to 30 units						
<b>DESCRIPTION OF PREMISES</b>		1: 403 GULF WAY		SEVEN STORY WR (22) UNIT CONDO BLDG		
<b>Location Address</b> 403 GULF WAY ST PETE BEACH, FL 33706-4366		<b>Group I Construction</b> N/A	<b>Group II Construction</b> Wind Resistive	<b>Protection Class</b> N/A	<b>BCEGS Grade</b> Ungraded	
		<b>Group I Territory</b> N/A	<b>Group II Territory</b> N/A	<b>Coastal Territory</b> Pinellas - 42	<b>No. of Units</b> 22	
<b>COVERAGES PROVIDED</b> Insurance at the Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown.						
<b>Coverage</b>	<b>Limit Of Insurance</b>	<b>Covered Causes Of Loss</b>	<b>Total Replacement Cost/BPP Actual Cash Value</b>	<b>Rates</b>	<b>Premium</b>	<b>First Loss</b>
Building (Bldg)	\$7,024,000	Wind	\$7,024,000	Class	\$46,936.00	N/A
Business Personal Property (BPP)	\$5,000	Wind	\$5,000	Class	\$16.00	N/A
					FHCF Build-Up Premium:	\$1,707
Your coverage limits have been adjusted for inflation.						
<b>OPTIONAL COVERAGES/EXCLUSIONS</b>		<b>Applicable Only When Entries Are Made In The Schedule Below</b>				
<b>Coverage</b>	<b>Premium</b>	<b>Replacement Cost</b>		<b>Roof Covering Loss Exclusion Applied:</b>		
		<b>Building</b> Yes	<b>Business Personal Property</b> No	No		
<b>DEDUCTIBLE</b>						
<b>Other Windstorm or Hail Deductible</b>		<b>Calendar Year Hurricane Percentage Deductible</b>				
Deductible Percentage (Deductible Amount)						
Bldg: 1% (\$70,240)		Bldg: 3% (\$210,720)				
BPP: (\$1,000)		BPP: (\$1,000)				
<b>WINDSTORM MITIGATION FEATURES</b>						
<b>Terrain</b> C	<b>Year Built</b> 1974	<b>Roof Cover</b> Non-FBC Equivalent (Level A)	<b>Roof Deck</b> Level C (Reinforced Concrete Roof Deck)	<b>Roof-Wall Connection</b> N/A	<b>SWR</b> Yes	
<b>Building Type</b> Type III	<b>Roof Shape</b> N/A	<b>Opening Protection</b> None	<b>FBC Wind Speed</b> N/A	<b>FBC Wind Design</b> N/A		
*A premium adjustment of \$ 26,409.00 is included to reflect building code enforcement and the building's wind loss mitigation features or construction techniques that exist. Adjustments range from a 1% surcharge to a 65% credit.						
<b>Mortgageholder(s) &amp; Other Policyholder Interest(s) – See Policy Interest Schedule.</b>						
<b>PREMIUM: \$48,659.00</b>						



**COMMERCIAL PROPERTY POLICY DECLARATIONS**

**Policy Number:** 00019563 - 13

**Effective Date:** 06/18/2026 to 06/18/2027

**Insured Name:** BEACH HOUSE OF PASS A GRILLE CONDOMINIUM, INC.

**WARNING: PREMIUM PRESENTED COULD INCREASE IF CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR CATASTROPHE.**

**FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.**

**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.**

**TO REPORT A LOSS OR CLAIM CALL 866.411.2742**

**THIS POLICY CONTAINS LIMITS ON CERTAIN COVERED LOSSES, ALL SUBJECT TO THE TERMS AND CONDITIONS OF YOUR POLICY. THESE LIMITS INCLUDE, FOR EXAMPLE, A LIMIT OF UP TO THE GREATER OF \$15,000 OR 3% OF A SEPARATE BUILDING LIMIT OF INSURANCE, FOR EMERGENCY MEASURES INCLUDING BUT NOT LIMITED TO TEMPORARY REPAIRS, TARPING, SHRINK WRAP, WATER MITIGATION, BOARD-UP, AND SIMILAR MEASURES, OF THAT BUILDING.**

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.**



**COMMERCIAL PROPERTY POLICY  
 FORMS AND ENDORSEMENTS SCHEDULE**

**POLICY NUMBER** 00019563 - 13 **POLICY PERIOD FROM** 06/18/2026 **TO** 06/18/2027  
 at 12:01 a.m. Eastern Time

**Named Insured** BEACH HOUSE OF PASS A GRILLE CONDOMINIUM, INC.

**An entry below of "All" indicates the form applies to all items scheduled in the policy**

Location No.	Building No.	Form No.	Edition Date	Description
ALL	ALL	CIT CRW 01 25	12 25 R	FLORIDA CHANGES
ALL	ALL	CIT 01 75	07 23	FLORIDA CHANGES - LEGAL ACTION AGAINST US
ALL	ALL	CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
ALL	ALL	CIT 01 91	10 24	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS
ALL	ALL	IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
ALL	ALL	CIT W14 20	12 25 R	CITIZENS CHANGES - PROPERTY NOT COVERED
ALL	ALL	CIT 03 23	12 23	FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)
ALL	ALL	IL P 001	01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
ALL	ALL	CIT W00 02	12 25 RV	TABLE OF CONTENTS -CONDOMINIUM ASSOCIATION
ALL	ALL	IL 00 17	11 98	COMMON POLICY CONDITIONS
ALL	ALL	CIT DOAH 03 15	12 25	ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS
ALL	ALL	CP 00 90	07 88	COMMERCIAL PROPERTY CONDITIONS
ALL	ALL	CIT W02 55	12 25	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
ALL	ALL	CIT W10 10	12 25	CAUSES OF LOSS - WINDSTORM OR HAIL FORM
1	ALL	CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM

Issued Date: 04/19/2026

First Named Insured Copy

CDEC-FE-SCH 01 14	Includes copyrighted material of Insurance Services Office, Inc., with its permission.	Page 1 of 1
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## NOTICE OF PRIVACY POLICY



<b>FACTS</b>	<b>WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number</li> <li>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth, and occupation</li> <li>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information</li> <li>- Credit card or bank account information</li> <li>- Mortgage information</li> <li>- Information from your visits to <a href="http://www.citizensfla.com">www.citizensfla.com</a></li> </ul> <p>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Citizens share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – We share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law.	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	No	We don't share.
<b>For joint marketing with other financial companies</b>	No	We don't share.
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	No	We don't share.
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share.
<b>For nonaffiliates to market to you</b>	No	We don't share.
<b>Questions?</b>	Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to <a href="http://www.citizensfla.com">www.citizensfla.com</a>	

<b>What we do</b>	
How does Citizens 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. Our employees and vendors are authorized to access information only for valid business reasons. They must agree in writing to maintain the confidentiality of nonpublic personal information. We do not share medical information unless authorized by you or as required by law.
How does Citizens collect my personal information?	<p>We collect your personal information, for example, when:</p> <ul style="list-style-type: none"> <li>- You apply for insurance</li> <li>- We process your application</li> <li>- You pay insurance premiums</li> <li>- You give us your contact information</li> <li>- You give information to your agent or property inspector</li> <li>- You file an insurance claim (or if a claim is made against you)</li> <li>- You show us your government-issued ID or driver's license</li> <li>- You visit Citizens' website if you voluntarily provide the information</li> </ul> <p>We also collect information, such as your loss history, from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>- Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>- Affiliates from using your information to market to you</li> <li>- Sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>Definitions</b>	
Affiliates	<p>These are companies related by common ownership or control. They can be financial and nonfinancial companies:</p> <p>Citizens has no affiliates.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:</p> <ul style="list-style-type: none"> <li>- Independent insurance agents and agencies</li> <li>- Independent adjusters or claims representatives</li> <li>- Inspection companies</li> <li>- Auditors</li> <li>- Insurance support organizations</li> <li>- Attorneys, courts and government agencies</li> </ul>
Joint marketing	<p>This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Citizens does not jointly market</p>
<b>Other important information</b>	
<p>State law: The Florida public records law requires that all information received by a state entity be made available to anyone upon request, including e-mail addresses, unless the information is subject to a specific statutory exemption.</p>	

## Notice of Collection and Use of Social Security Numbers

Introduction	Section 119.071(5), Florida Statutes, governs the collection of Social Security numbers by certain government entities, including Citizens. Citizens collects Social Security numbers only in cases where it is specifically authorized to do so or when it is imperative for performance of Citizens' duties. To protect your identity, Citizens secures your Social Security number from unauthorized access and strictly prohibits the release of your Social Security number to unauthorized parties contrary to state or federal law.
How are Social Security numbers used to underwrite and service my policy?	<p>Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:</p> <ul style="list-style-type: none"> <li>- Obtaining loss history reports for underwriting purposes</li> <li>- Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes</li> <li>- Confirm identity;</li> <li>- Reporting unclaimed property to state government agencies</li> <li>- Processing insurance claims</li> <li>- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements</li> </ul>

## Table of Laws and Regulations

The table below summarizes the purposes for which Citizens collects Social Security numbers and the laws and regulations under which collection is authorized or required. It also identifies whether collection is authorized by statute or mandatory for the performance of that agency's duties and responsibilities as prescribed by law.

Purpose for Collection	Law or Regulation	Authorized by Statute	Mandatory for Performance of Agency Duties
Obtaining Loss History Reports	627.351(6)(n), Florida Statutes		✓
Implementing the enhanced clearinghouse application	627.3518(3)(e), Florida Statutes		✓
Reporting unclaimed property	Chapter 717, Florida Statutes	✓	
Processing insurance claims	627.351(6)(k)		✓
Office of Foreign Asset Control requirements	31 CFR 501 et seq		✓

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<b>Florida Changes – Cancellation and Nonrenewal .....</b>	<b>CIT W02 55 12 25</b>
<b>Citizens Changes - Property Not Covered.....</b>	<b>CIT W14 20 12 25 R</b>
<b>Florida Hurricane Percentage Deductible.....</b>	<b>CIT 03 27 12 23</b>
<b>U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders.....</b>	<b>IL P 001 01 04</b>

## OTHER ENDORSEMENTS (May Be Attached)

<b>Windstorm Or Hail Protective Devices.....</b>	<b>CIT 12 09 12 23</b>
<b>Loss Payable Provisions .....</b>	<b>CP 12 18 06 07</b>
<b>Leased Property .....</b>	<b>CP 14 60 07 88</b>
<b>Florida Calendar Year Hurricane Percentage Deductible.....</b>	<b>CIT 03 23 12 23</b>
<b>Roof Covering Loss Exclusion.....</b>	<b>CIT 06 45 12 25</b>
<b>Alternative Dispute Resolution Division Of Administrative Hearings.....</b>	<b>CIT DOAH 03 15 12 25</b>

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

## **ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS**

The following Condition 2. Alternative Dispute Resolution, c. Division of Administrative Hearings Proceedings is added to the Florida Changes form in your Policy.

(This is Alternative Dispute Resolution 2.c. in Florida Changes forms **CIT CR 01 25, CIT CRW 01 25, CIT CNRM 01 25, CIT CNRW 01 25, CIT BR 01 25 and CIT MH 05 01**, one of which is part of your Policy)

**c. Division of Administrative Hearings Proceedings.**

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution, by mandatory arbitration pursuant to the Revised Florida Arbitration Code, to address and resolve disagreements regarding claim disputes.

All non-required provisions of the arbitration code are hereby rejected by this agreement and DOAH shall have exclusive jurisdiction over matters to which this endorsement applies except those specifically reserved to the courts by the Arbitration Code. We will reimburse DOAH for the costs it incurs for any arbitration proceedings.

DOAH shall be authorized to determine any dispute regarding the validity of this arbitration provision, or the applicability of the arbitration provision to a particular matter.

This includes but is not limited to the authority to determine any disputes concerning the interpretation or the enforceability of this arbitration agreement, including the scope of arbitrable issues. Revised Florida Arbitration Code Sections 682.02 (2)-(3) shall not apply to this agreement to arbitrate.

For purposes of this Condition 2.c., a claim dispute refers, as appropriate, either to your and our failure to agree on the amount of loss, or our decision regarding coverage for any claim. It also refers to disagreements on claims in which we pay part of a loss but, for any reason, we do not pay all amounts of loss for any claim that you have presented to us.

- (1) If there is a claim dispute either party may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH. If the party served with a written demand believes that the dispute is ineligible for resolution before DOAH for any reason, it shall promptly so advise the party that made the written demand.
  - (a) In lieu of a written demand a party may initiate a hearing request directly with DOAH as set out in paragraph (6) below.
    - i. Once a claim is submitted to DOAH, the claim may not be withdrawn or the DOAH proceeding dismissed without the written agreement of both parties.
    - ii. If both parties do not agree, the DOAH proceeding shall continue and an arbitration award shall be entered by the Administrative Law Judge (ALJ) to effect a final resolution of the dispute.
  - (b) If you file suit and fail to provide a notice of intent to initiate litigation (NOI) as required by Florida law for any reason, we may invoke DOAH in a motion to stay and compel arbitration in response to any such suit filed by you.
  - (c) However, neither party may invoke DOAH before the time set forth in section 627.70131 Florida Statutes for making a claims decision has expired unless we have already issued a decision regarding the claim prior to the running of the statutory time period.
- (2) Neither party may demand resolution before DOAH for any claim for "sinkhole loss."
- (3) If Alternative Dispute Resolution, Appraisal paragraph 2.b. is agreed to in writing by you and us, then neither party may demand resolution before DOAH except as provided herein.

If for any reason a post-appraisal dispute occurs, then either party may refer that post-appraisal dispute to DOAH. A post-appraisal dispute means any disagreement between you and us regarding the payment of an appraisal award made by us at the conclusion of the appraisal process.

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


- (4) If DOAH under this provision is elected by you or us, then neither party may demand resolution under Alternative Dispute Resolution, paragraph 2.b. Appraisal.
- (5) Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Alternative Dispute Resolution, Condition 2.a.
- (6) A party wishing to invoke DOAH shall promptly file and serve a request with DOAH for a hearing. The hearing request form may be found at <https://www.doah.state.fl.us/>. The request shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the nature of the claim dispute.

  - (a) We shall be served by email to [doah.requests@citizensfla.com](mailto:doah.requests@citizensfla.com) by DOAH itself.
  - (b) You or your counsel shall be served by email, or by certified or registered mail, return receipt requested and obtained, to the last mailing address as provided in the policy or the address listed for the attorney with The Florida Bar.
  - (c) If a party to be served is a limited liability company, corporation, or other entity, the registered agent for service of process listed in that entity's filing in <https://dos.fl.gov/sunbiz/search/> may be served.
- (7) Except as set forth in this paragraph (7), no response to the hearing request shall be filed.

  - (a) After a hearing request is made by either party, the party seeking damages shall be served with and shall complete a document requiring that party to itemize all damages to be claimed and presented at the DOAH hearing.
  - (b) The itemization of damages must be sufficient to allow for a full and complete evaluation of the loss being presented.
  - (c) For the purposes of this endorsement, itemize, or itemization means the breaking down of prices and services to their smallest possible constituent parts to allow an opportunity for a full review of all services and all unit pricing being sought before and to be presented to DOAH. This may require the setting out of costs on a per room, per building unit, or per product basis, and providing all quantities of goods and services and square footage measurements involved where appropriate.
  - (d) The itemization shall include specific descriptions of each item of damaged property, the extent of the damage and the estimated cost to repair or replace it. The cost to repair and replace the damaged property must also include the equipment, materials, and supplies needed to complete any repairs or mitigation being sought, as well the number of labor hours necessary to complete the repairs or mitigation procedures.
- (8) If damages are being claimed for multi-unit building complexes, the actual itemized damage claimed for each building unit of each building must be provided. An estimate may be provided with or presented in lieu of any other form of itemization. If an estimate is used it must be written utilizing an electronic estimating program.

  - (a) The electronic estimating program must provide a report with an itemized, per unit-cost estimate of damage to the property, including itemized information on equipment, materials, labor, and supplies.
  - (b) The electronic estimating program must apply price data that consists of unit-cost breakdowns consistent with those that may be expected from a contractor or repair company in the relevant geographic market area. The pricing presented must be consistent with the Valuation Condition set forth in policy to which this Endorsement is attached.

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

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- (c) No modification to pricing, except as required by the Valuation Condition, or any other program input or output should occur unless the party presenting the estimate can demonstrate with additional documentation that modification is required to produce an accurate estimate and that each and every modification applies proper valuation within the relevant geographic market area for the equipment, materials, labor, and supplies necessary to complete the covered repairs.
  - (d) A variation report or other similar report showing whether and to what extent the program was modified must be provided if applicable and additional documentation to support any modification to the input or output of the electronic estimating program must be provided and sufficiently detailed to ensure that each and every modification is required and applies current market prices.
  - (e) A spreadsheet containing general categories and bulk pricing shall not be sufficient to meet the itemization requirement under this endorsement. Motions regarding the sufficiency of the itemization may be made and the presiding ALJ shall have authority to enter orders requiring the insured to amend any insufficiencies found in the itemization. Failure to provide an appropriate itemization may result in damages being stricken with prejudice by the ALJ.
  - (f) Either party may also make a motion to add to the arbitration, a party that qualifies as an insured under the policy at issue. Such a motion shall be filed promptly after the matter is referred to DOAH and the ALJ shall rule on the motion as soon as practicable thereafter entering an order explaining the rationale for the ruling made. The motion to add an interested party shall be the sole motion allowed related to the original hearing request.
- (9) If an NOI seeks the recovery of damages not previously presented to Citizens during the claims adjusting process, Citizens may file a motion to stay the DOAH proceeding to investigate, assess, and, if appropriate, pay or settle the new damages claimed.

Upon a showing that previously unclaimed damages are being sought, the ALJ shall enter an order granting Citizens 60 calendar days to examine all damages claimed, including the right to re-inspect the property prior to commencing the DOAH hearing process. The ALJ shall have authority to hear disputes during the investigative process and to issue orders resolving such disputes as well as any other order facilitating and controlling the investigative process.

- (a) To aid in completing its investigation of the newly presented damages Citizens may conduct Discovery as described in paragraph (11) below. In entering the order granting the 60 day investigation period, the ALJ shall set time limits for the Discovery process that requires the receipt of discovery responses in time to allow Citizens to review and evaluate the responses within the 60 day period.
- (b) The insured and anyone acting on the insureds behalf shall facilitate our investigation of the newly presented damages and shall aid in distinguishing covered damage from non-covered damage.
- (c) Should the insured or anyone acting on behalf of the insured fail to facilitate the completion of the investigation of new damages such that the investigation cannot be completed in 60 days, the ALJ shall strike the newly claimed damages with prejudice and the insured shall not be allowed to pursue those newly claimed damages.

In any case, the insured shall not be allowed to present damages not claimed in the NOI and damages recovered by the insured in the final DOAH hearing, if any, shall be limited to those damages claimed in the NOI and proven at the DOAH hearing, less amounts that may be stricken with prejudice as prescribed in this paragraph.

- (d) If the investigation of the newly claimed damages is not completed for reasons other than those described in paragraph (c) above the ALJ may on motion of either party grant an additional 15 days to complete the investigation of the newly claimed damages.

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

- (e) If the investigation is not completed in those additional 15 days, the insured may present the additional damages claimed in the DOAH hearing subject to the terms of this endorsement but those damages must be proven by you through competent evidence presented at the DOAH hearing.
  - (f) By the 61st day or the 16th day after the fifteen day extension, Citizens shall file and serve a brief report with the ALJ and insured regarding the findings of its completed investigation.  
The purposes of this report is to inform the ALJ and the insured of Citizens' position on the newly claimed damages. Citizens may accept or reject the newly presented damages in whole or in part and make any appropriate payment or settlement based on its complete or partial acceptance of the damages.
  - (g) If Citizens rejects the newly claim damages after the completion of its investigation, the insured may nonetheless present the newly claimed damages at the final DOAH hearing subject to the terms of this endorsement.
  - (h) The insured shall bear the same burden of proof on those damages as it does on any other damages presented in the insured's NOI.
  - (i) On the day following receipt of Citizens' report on its investigation, the ALJ shall issue the pre-hearing order commencing the formal DOAH process.
- (10) The arbitration shall determine all disputes regarding, arising out of, or relating to, the claim dispute, including but not limited to the determination of coverage, policy exclusions and limitations, all defenses raised on the claim, and the amounts of policy benefits payable.  
The arbitration's resolution shall be valid, final, and binding on the parties. The arbitration award shall not itself be subject to appeal but is subject to the provisions of the Revised Florida Arbitration Code.  
Any arbitration proceedings shall be considered as having been held in Leon County, Florida for purposes of Section 682.19, Florida Statutes.
- (11) Discovery and the conduct of the final hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, except as may be modified by the ALJ, including those provisions allowing the imposition of sanctions, other than contempt.  
The ALJ may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute.  
In addition to the Florida Rules of Civil Procedure regarding discovery, Florida Rule of Civil Procedure 1.510 regarding Summary Judgment, as modified herein, shall also apply to the DOAH proceeding.
- (a) Any party may file a motion for summary judgment, or partial summary judgment, after the expiration of 20 days from either the referral of the matter to DOAH or 20 days after the conclusion of an investigatory period granted to Citizens under paragraph (9) above.
  - (b) There shall be a memorandum in support of the motion and the opposing party may file a memorandum in response to the motion but no reply or sur-reply may be filed without leave of the ALJ as requested in a motion filed by the party seeking to file the reply or sur-reply.
  - (c) The ALJ may modify the timing of the filing of a motion for summary judgment or partial summary judgment and set a cutoff date for filing such motions in a pre-hearing order.
  - (d) The ALJ may decide a motion for summary judgment or partial summary judgment on the pleadings or may order that a hearing be held prior to deciding the motion.
  - (e) The ALJ shall decide all motions for summary judgment or partial summary judgment no later than 20 days prior to final hearing on the matter at issue.
  - (f) The parties shall have a period of not less than 200 nor more than 250 days from the initiation of the DOAH proceeding or the conclusion of the investigative period under paragraph (9) above to complete discovery as set out in the ALJ's prehearing order. This period of time may be extended for good cause shown as reflected in a detailed order by the ALJ.

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- (12) If the parties agree, they may file a joint stipulation that discovery is complete at any time during the discovery process after which the ALJ may schedule the final hearing of the matter.

If the parties do not file a prior stipulation, at the conclusion of the discovery period set forth in the ALJ's prehearing order, either party may move that the final hearing be scheduled.

- (a) A party objecting to the setting of the final hearing must file a written objection to the scheduling of the hearing no later than 5 days after the motion to set the hearing is filed.
- (b) If the ALJ extends the discovery deadline, the reasons therefor must be specified in a detailed order by the ALJ.
- (c) The final hearing shall be held not sooner than 75 days nor later than 100 days from the date of the stipulation of completed discovery, or the motion for final hearing or the end of any extension of the discovery period as ordered by the ALJ. The time within which to hold the hearing may only be extended for good cause shown by a detailed written order from the ALJ.

- (13) Within 30 days after the hearing, unless the time is extended for good cause shown by a detailed written order from the ALJ, the ALJ shall render an arbitration award.

- (a) As part of the disposition of the claim, the arbitration award shall specify whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.
- (b) The amount of policy benefits payable, if any, shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits, or sub-limits.
- (c) The arbitration award shall also take into account that Florida law does not permit any assignment of policy benefits, any award of attorney's fees to the prevailing party, any award for extracontractual or consequential damages, or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.

- (14) The ALJ may correct any clerical mistakes in an arbitration award and errors therein arising from oversight or omission within 25 days from the award's issuance. Any motion seeking to modify or correct an arbitration award by you or us must be filed not later than 30 days after the issuance of the award. Within 10 days after the service of a timely filed motion, the opposing party or parties may file a response to the motion.

The ALJ shall modify or correct an arbitration award if:

- (a) There is an evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award;
- (b) It includes an award on a matter not submitted in the arbitration and the award may be corrected without affecting the merits of the decision upon the issues submitted; or
- (c) It is imperfect as a matter of form, not affecting the merits of the controversy.

- (15) Any arbitration proceedings are subject to Sections 57.105 and 768.79, Florida Statutes as if filed in the courts of this state and are not considered a Chapter 120 administrative proceeding.

- (a) Any party seeking an award of attorney's fees or other relief pursuant to ss. 57.105 or 768.79 must file a verified motion within 30 days after receipt of the arbitration award.
- (b) The verified motion shall include a statement of the facts relied on in support of the motion, the statutory basis relied upon, a detailed chronological listing of all time devoted to the dispute for which attorney's fees or other relief is sought, and a detailed list of any taxable costs sought. A party may establish the reasonableness of the fee sought to be awarded based upon an affidavit of an attorney fee expert in lieu of live expert testimony.
- (c) Within 15 days after the service of a timely filed motion, the opposing party may file a verified response to the motion, which must include a detailed recitation of all matters that are disputed.

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

- (d) The failure to file a timely and specific verified response detailing matters that are disputed shall, absent good cause shown, result in acceptance of the allegations in the fee motion as true.
- (e) The ALJ will promptly schedule an evidentiary hearing to resolve any matters that remain in dispute after the filing of the verified response. If the ALJ determines that a party is entitled to recover attorney's fees or other relief pursuant to ss. 57.105 or 768.79, the ALJ shall, within 30 days from the evidentiary hearing, issue an amended arbitration award setting forth the statutory basis for the award of fees or other relief as well as the amount owed.
- (16) This condition does not apply if the Policy has been assumed on or before the date of loss by an authorized insurer offering to cover the property described in the Declarations, at approved rates. If, however, DOAH was invoked prior to the policy's being taken out, the claims dispute will remain before DOAH until its final resolution.

All other provisions of this Policy apply.

## CAUSES OF LOSS – WINDSTORM OR HAIL FORM

### A. Covered Causes Of Loss

When Wind is shown in the Covered Causes Of Loss section of the Declarations, Covered Causes of Loss means the following:

1. Windstorm or Hail, but not including:
  - a. Frost or cold weather;
  - b. Ice (other than hail), snow or sleet, whether driven by wind or not;
  - c. Accumulation, freezing, thawing, pressure or weight of hail, ice, snow, sleet, rain, water or any other form of precipitation;
  - d. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sleet, sand, or dust, whether driven by wind or not, unless the direct force of wind or hail first damages the building or structure causing an opening in the roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.

### B. Exclusions

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The Exclusions below apply whether or not the loss event results in widespread damage or affects a substantial area.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged;
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris;

- (3) The requirements of which result in a loss in value to property;
- (4) Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (5) The requirements of which apply to other structures unless specifically provided under this policy.

#### b. Earth Movement And Settlement

- (1) Earthquake and settlement, including any land shock waves, air shock waves, tremors, aftershocks or any earth sinking, rising or shifting, related to such event;
- (2) Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions. Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;
- (3) Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Volcanic eruption, explosion or effusion, including any earth sinking, rising or shifting, land or air shock waves, tremors, aftershocks, lava flow, ash, dust, particulate matter or effusion of a volcano; all whether before, during or after such earth movement;
- (5) Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;
- (6) Catastrophic ground cover collapse, sinkhole, sinkhole activity or sinkhole loss;
- (7) Blasting, including shockwaves and/or vibrations, carried through the air and/or through the ground, caused by or as a result of blasting and other earth removal activities;

- (8) Pile driving, including shockwaves and/or vibrations, carried through the air and/or through the ground, caused by or as a result of pile driving; or
- (9) Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

whether caused by or resulting from human or animal activities, any act of nature or is otherwise caused.

**c. Nuclear Hazard**

Nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

**d. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**e. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force or military personnel, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

**f. Water**

- (1) Flood, surface water, waves including wave wash, tidal waves and tsunami, tidal water, storm surge, overflow of any body of water, or spray from any of these, all whether or not driven by wind including storm surge;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, septic tank and system, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Buildings, sidewalks, driveways, patios, foundations, walls, floors, paved surfaces, swimming pools or other structures;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by or results from human or animal forces or any act of nature or is otherwise caused.

An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water or waterborne material.

**g. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

This exclusion does not apply to the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a covered Cause of Loss.

**h. Rust, smog, decay, or other corrosion.**

**i. Wear, tear, marring, deterioration.**

**j. Inherent vice or latent defect.**

**k. Fire, lightning, explosion, aircraft damage or vehicular damage, riot or civil commotion, vandalism, burglary or theft.**

**l. Smoke from agricultural smudging or industrial operations or sudden and accidental damage from smoke.**

**m. Discharge, dispersal, seepage, migration, release or escape of pollutants.**

This exclusion does not apply to the amount of coverage that is provided under Additional Coverages, 4.d., Pollutant Clean-up And Removal.

**n. Neglect**

Neglect to use all reasonable means to save and preserve property at and after the time of loss.

**o. Birds, vermin, rodents, animals, marsupials, reptiles, fish, insects, or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas.**

This exclusion does not apply to the limited coverage provided under Citizens Changes - Property Not Covered, paragraph 2.a. in Form **CIT W14 20**.

This Exclusion includes the nesting and infestation, or discharge or release of waste products or secretions, by any animals or creatures in **o.** above and any ensuing loss.

This Exclusion includes animals and creatures in **o.** above, owned or kept by any insured and any ensuing loss.

**p. Consequential Losses, including but not limited to rental value, business income or business interruption.**

**q. Intentional Loss**

Any loss arising out of any act committed or conspiracy to commit:

(1) By or at the direction of you, any insured, or any person or organization named as an additional insured; and

(2) With the intent to cause a loss.

In the event of such loss, no insured or any person or organization is entitled to coverage, even if they did not commit or conspire to commit the act causing the loss.

**r. Criminal Acts Or Illegal Activity**

Criminal acts or illegal activity means any and all criminal or illegal acts:

(1) Performed by;

(2) At the direction of; or

(3) With the prior knowledge of any insured.

**s. Professional Services**

Any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss, rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any insured or any representative acting on your or any insured's behalf.

**t. Coastal Construction Control Line Exclusion**

The amount of loss, if any, in excess of the actual cost of repair or replacement of the Covered Property where said excess is due to restrictions on reconstruction of coastal dwellings and buildings located within the coastal construction code zones established pursuant to Section 161.052 and 161.053, Florida Statutes, as presently existing or hereafter amended.

**u. Existing Damage**

Existing Damage, also known as pre-existing damage.

(1) Any damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or occurring at a later date;

(2) Damages existing prior to the time of loss; or

- (3) Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

However, under this Exclusion u. any ensuing loss to property described in Coverages not otherwise excluded or excepted in this Policy is covered.

This provision applies to all coverages under this policy.

- v. **Artificially generated electrical current**, including electric arcing, that disturbs electrical devices, appliances or wires including loss to a tube, transistor or similar electronic component.
- w. **Artificially generated electrical, magnetic or electromagnetic energy** that damages, disturbs, disrupts or otherwise interferes with any:
  - (1) Electrical or electronic wire, device, appliance, system or network; or
  - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

- x. **Leakage or discharge** of water or steam from any part of a system or appliance containing water or steam (other than an Automatic Sprinkler or Fire Suppression System), unless the leakage or discharge occurs because the system or appliance was damaged as a result of a Covered Cause of Loss
- y. **Mechanical breakdown**, including rupture or bursting caused by centrifugal force.
- z. **Governmental Action**  
Seizure or destruction of property by order of governmental authority.
- aa. **Exterior Paint And Waterproofing**  
We will not pay for loss or damage to:
  - (1) Paint;
  - (2) Stain; or

- (3) **Waterproofing material**; applied to the exterior of any building or structure.

bb. We do not insure for loss to Covered Property caused by any of the following.

- (1) **Weather Conditions**. However, this exclusion only applies if weather conditions other than a Covered Causes of Loss contribute in any way with a cause or event excluded in the Exclusions above, to produce the loss;
- (2) **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
- (3) **Faulty, inadequate or defective**:
  - (a) Planning, zoning, development, surveying, siting;
  - (b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction.
  - (c) Materials used in repair, construction, renovation or remodeling; or
  - (d) Maintenance of part or all of any property whether on or off the described premises.

However, under aa.(1), (2) or (3) above, any ensuing loss to Covered Property and caused by a Covered Causes of Loss which is not otherwise excluded or accepted in this policy is covered.

**C. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

- 1. The coverage described in C.2. only applies when the "fungus", wet or dry rot or bacteria is the result of a Covered Cause of Loss that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
- 2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;



- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under C.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
  4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

**D. Definitions**

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

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

- A. Paragraphs A.1. to A.6. in the Cancellation condition of the Common Policy Conditions (Form IL 00 17) are deleted and replaced by the following:**
- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.**
  - 2. Cancellation For Policies In Effect 60 Days Or Less**
    - a. If this policy has been in effect for 60 days or less, we may cancel this policy by delivering to the first Named Insured, mailing to the first Named Insured, or “electronically transmitting” to the first Named Insured, written notice of cancellation, accompanied by the specific reasons for cancellation, at least:**
      - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
      - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:**
        - (a) A material misstatement or misrepresentation; or**
        - (b) A failure to comply with underwriting requirements established by the insurer.**
    - b. When this Policy has been in effect for 60 days or less, we may immediately cancel this policy that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631 for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage.**
- c. We may not cancel:**
- (1) 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or**
  - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.**
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.**

Proof of mailing or “electronic transmittal” is sufficient proof of notice.
  - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.**
  - 5. Cancellation For Policies In Effect For More Than 60 Days**
    - a. If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:**
      - (1) Nonpayment of premium;**
      - (2) The policy was obtained by a material misstatement;**
      - (3) There has been a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements, established by us before the date of effectuation of coverage;**
      - (4) There has been a substantial change in the risk covered by the policy;**



- (5) The cancellation is for all insureds under such policies for a given class of insureds;
  - (6) 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- b. If we cancel this policy for any of these reasons, we will mail, deliver, or "electronically transmit", to the first Named Insured, written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if:

    - (a) Cancellation is for one or more of the reasons stated in 5.a.(2) through 5.a.(7) above; and
    - (b) This policy does not cover a residential structure or residential property; or
  - (3) 120 days before the effective date of cancellation if:

    - (a) Cancellation is for one or more of the reasons stated in Paragraphs 5.a.(2) through 5.a.(7) above; and
    - (b) This policy covers a residential structure or residential property.
- c. If this policy covers a residential structure or residential property, and this policy has been in effect for more than 60 days, we may not cancel on the basis of credit information available in public records.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- If we cancel, the refund will be pro rata. If the first Named Insured cancels, or the amount of insurance is reduced at the first Named Insured's or the Agent's request, the amount of premium we return for the period from the date of cancellation to the expiration date is determined as follows:
- (1) Pro rata, if no coverage existed from June 1 to November 30 of any 1 year policy term; or
  - (2) Pro rata, if coverage existed from June 1 to November 30 of any 1 year policy term; and:

    - (a) Similar insurance on the covered property is written with another insurer;
    - (b) Property is sold or moved from Citizens statutorily defined insuring areas (Section 627.351(6), Florida Statutes);
    - (c) Insured is deceased;
    - (d) Property is demolished;
    - (e) Property has had continuous windstorm coverage for no less than three years immediately preceding the cancellation date, with:

      - (i) Citizens;
      - (ii) Any other insurer; or
      - (iii) Citizens and any other insurer;
    - (f) Mortgage(s) on the covered property is paid in full during the term of this policy; or
    - (g) Insured goes out of business or property is foreclosed upon; or
  - (3) A percentage of the total premium if:

    - (a) Coverage existed at any time during the period of June 1 to November 30 and
    - (b) Conditions (2)(a) through (2)(g) above do not apply.

The percentage of the total premium returned is determined as follows:

<u>Number of Days Policy Is In Force</u>	<u>Percentage of Premium Returned</u>
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the policy, whichever is later.

The cancellation will be effective even if we have not made or offered a refund.

E. The following is added:

#### **NONRENEWAL**

1. If we do not renew this policy we will deliver to the first Named Insured, mail to the first Named Insured at the mailing address shown in the Declarations, or "electronically transmit" to the first Named Insured, written notice, accompanied by the specific reason for nonrenewal, at least:
  - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or residential property; or
  - b. 45 days prior to the expiration of the policy if:
    - (1) This policy covers a residential structure or residential property and nonrenewal is for a policy that has been assumed by an authorized insurer, offering replacement or renewal coverage to you; or
    - (2) This policy covers a residential structure or residential property, and nonrenewal is for a risk that has received an offer of coverage, from an authorized insurer, pursuant to Citizens' policyholder eligibility clearinghouse program.

If we nonrenew a policy pursuant to 1.b.(1) or 1.b.(2) above, we will also notify any additional named insured shown in the Policy Interest Schedule of your Declarations at their mailing address shown in the Schedule.

- c. For all other nonrenewals, 120 days prior to the expiration of the policy.
2. Any notice of nonrenewal will be delivered to the first Named Insured, mailed to the first Named Insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first Named Insured.

If notice is mailed or "electronically transmitted", proof of mailing or "electronic transmittal" is sufficient proof of notice.
3. We may refuse to renew this policy if we, or the Florida Market Assistance Program (FMAP), obtain an offer, from an authorized insurer, to cover the property described in the Declarations, at approved rates.

This policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

Acceptance of Citizens coverage by the first Named Insured creates a conclusive presumption that the insured is aware of this potential.

4. We may not refuse to 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - b. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

#### **F. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property**

1. The following provisions apply to a policy covering a residential structure or residential property:
  - a. We may not cancel or nonrenew this Policy:
    - (1) For a period of 90 days after the covered residential structure or covered residential property has been repaired, if such property which has been damaged as a result of a "hurricane" or wind loss that is the subject of the declaration of emergency pursuant to Section 252.36 Florida statutes, and the filing of an order by the Commissioner of Insurance Regulation.

- (2) Until the earlier of when the covered residential structure or covered residential property has been repaired or 1 year after we issue the final claim payment, if such property was damaged by any covered peril and a.(1) above does not apply.

A structure is deemed to be repaired when substantially completed and restored to the extent it is insurable by another authorized insurer writing policies in Florida.

If we elect to not renew the policy under 1.a. above, we will provide at least 90 days' notice that we intend to nonrenew 90 days after the repairs are complete.

- b. We may cancel or nonrenew the policy prior to the repair of the residential structure or residential property for any of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the residential structure or residential property; or
- (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph b.(2), b.(3) or b.(4), we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or residential property, any cancellation or nonrenewal that would otherwise take effect during the duration of a "hurricane" will not take effect until the end of the duration of such "hurricane", unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the "hurricane".

We shall be entitled to collect premium for the period of time the policy remains in effect.


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

**FLORIDA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE  
COMMERCIAL PROPERTY CONDITIONS  
COMMON POLICY CONDITIONS

- A. Coverage A., 1. Covered Property, 1.a. Building, paragraph 1.a.(4) is deleted and replaced by the following:**
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises up to 1% of the amount applicable to that building and all while contained in the building or while located on the described premises including the following (a) through (d) below, except as otherwise excluded.
    - (a) Fire extinguishing equipment;
    - (b) Floor coverings;
    - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units; and
    - (d) Outdoor furniture. However, outdoor furniture is not covered if loss or damage occurs during a "hurricane", unless the loss or damage to the furniture occurs while the furniture is located in an enclosed building;
- B. Covered Property, paragraph 1.c. is deleted in its entirety.**
- C. Additional Coverages 4.a., Debris Removal, is deleted and replaced by the following:**
- 4. Additional Coverages**
- a. Debris Removal**
- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.  
  
The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
  - (2) Debris Removal does not apply to costs to:
    - (a) Extract "pollutants" from land or water; or
    - (b) Remove, restore or replace polluted land or water.
  - (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
    - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
    - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
  - (4) We will pay up to an additional \$5,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
    - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
    - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.



Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$5,000.

**D. Additional Coverages 4.b. Preservation Of Property** is deleted and replaced by the following:

**b. Property Removed**

- (1) We insure Covered Property against direct loss by a Covered Cause of Loss while being removed from a described premises endangered by a Covered Cause of Loss; and for not more than 5 days while removed.

This coverage does not change the Limit of Insurance that applies to the property being removed.

- (2) We insure Covered Property against direct loss by a Covered Cause of Loss while being removed from the described premises endangered by a Covered Cause of Loss and for not more than 180 consecutive days from the date of the loss occurrence, while removed.

This coverage does not change the Limit of Insurance that applies to the property being removed.

- (3) We do not cover prestorm evacuation expenses, other than described in 4.b.(1) above.

**E. Additional Coverages 4.c. Fire Department Service Charge** is deleted in its entirety.

**F. Additional Coverages 4.e. Increased Cost of Construction** is deleted in its entirety.

**G. Additional Coverages 4.g. Reasonable Measures To Protect The Property**, is added.

**g. Reasonable Measures To Protect The Property**

- (1) We will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the loss or damage is caused by a Covered Cause of Loss.

For each separate building shown in the Declarations, we will pay up to the greater of \$15,000 or 3% of its separate building Limit of Insurance, for emergency measures including but not limited to temporary repairs, tarping, shrink wrap, water mitigation, board-up, and similar measures, of that building.

- (2) The limit in g.(1) above is the total limit for all necessary measures, in any one occurrence, taken solely to protect that separate Building, and its Business Personal Property if any, scheduled in the Declarations.

- (3) The coverage under g.(1) above does not:

(a) Increase any Limit of Insurance that applies to the damaged covered property;

(b) Relieve you of the duties in case of a loss to covered property, as set forth in Loss Condition E.3. Duties In The Event Of Loss Or Damage;

(c) Pay for property not covered in this Policy; or

(d) Pay for loss excluded or not covered in this Policy.

- (4) If this is a condominium association under form CP 00 17, this Additional Coverage 4.g. does not include any coverage for emergency measures to any individual condominium unit(s) floors, walls, ceiling coverings, built in cabinets, countertops, and other property, that owned by the unit owner, is under the care, custody or control of the unit owner, or is the insurance responsibility of the unit owner.

**H. Coverage Extensions 5.** (First two paragraphs) is deleted and replaced by the following:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

You may extend the insurance provided by this Coverage Part as follows:

- I. Coverage Extensions 5.a. Newly Acquired Or Constructed Property** is deleted in its entirety.

**J. Coverage Extensions 5.b. Personal Effects And Property Of Others**, the paragraph dealing with the amount we will pay is deleted and replaced by the following:

The most we will pay for loss or damage of personal property and personal effects located in or on a building under this Extension is \$2,500 at each described premises.

**K. Coverage Extensions 5.d. Property Off-premises** is deleted and replaced by the following:

**d. Property Off-premises**

(1) When a Limit of Insurance is shown in the Declarations for a specifically listed building's business personal property, you may apply up to 2% of the Limit of Insurance applicable to that building's business personal property, but not to exceed \$5,000, to cover that building's business personal property owned by you, other than merchandise or "stock" (raw, in-process, or finished), while the business personal property is temporarily removed from the building for purposes of cleaning, repairing, reconstruction, or restoration.

(2) This extension of coverage shall:

(a) Not apply to property in transit nor to property on any premises owned, leased, operated or controlled by you;

(b) Not apply to personal property owned by others;

(c) Not apply except as excess over the amount due from any other insurance covering the property, whether collectible or not; and

(d) This extension will provide no benefit to a bailee.

We will not recognize any assignment or grant any coverage under this extension that benefits a person or organization holding, storing or moving property for a fee or other bailee, regardless of any other provision in this policy.

(3) If you elect to apply this optional extension of coverage, we will not be liable for a greater proportion of any loss that would have been the case if all windstorm insurance policies covering the Covered Property had contained an identical optional extension of coverage and the same election were made under all such policies.

(4) This extension d. applies only to property located in the State of Florida.

**L. Coverage Extensions 5.e. Outdoor Property** is deleted in its entirety.

**M. Coverage Extensions 5.f. Non-owned Detached Trailers** is deleted in its entirety.

**N. C. Limits Of Insurance** is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

1. Pollutant Clean-up And Removal; and
2. Electronic Data.

**O. D. Deductible** is deleted and replaced by the following:

If a windstorm is not declared to be a "hurricane" and there is loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss, the Other Windstorm or Hail Deductible below will apply.

**D. Other Windstorm or Hail Deductible**

1. A Other Windstorm Or Hail Deductible is calculated separately for, and applies separately to:

- a. Each building or structure that sustains loss or damage;
- b. The personal property at each building or structure at which there is loss or damage to personal property;
- c. Personal property in the open.

If there is damage to both a building or structure and personal property in that building or structure, separate deductibles apply to the building or structure and to the personal property. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

2. Nothing in this deductible clause implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy.
3. Each deductible amount will not be less than the greater of \$1,000 or the deductible amount shown in the Declarations.

P. The Loss Condition E.2. Appraisal is deleted and replaced by the following:

## 2. Alternative Dispute Resolution

### a. Mediation.

If you and we are in dispute regarding a claim under this policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

- (1) If the dispute is mediated the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

- (2) We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon your payment of the costs of a rescheduled conference.

- (3) However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

- (a) The actual cash expenses you incurred while attending the conference; and
- (b) Also pay the mediator's fee for the rescheduled conference.

### b. Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss when both parties agree in writing to appraise the loss. When the parties agree to appraisal, the appraisal shall be governed by this provision of the policy.

- (1) If you and we fail to agree on the amount of loss, the party making the initial appraisal demand must request appraisal in writing and shall include an estimate of the amount of any dispute that results from the Covered Cause of Loss.
- (2) The estimates in b.(1) above 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.
- (3) Upon commencement of the Appraisal process each party will choose a competent appraiser within 20 days from the date of commencement.

In order to be deemed competent, each appraiser must be experienced and proficient in preparation of commercial property damage estimates, conducting on-site examination of commercial property damages and reviewing commercial engineering reports, regarding repair and replacement of commercial property multi-story and high-rise commercial building damage and business personal property damage.

- (4) The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.

Both appraisers must sign the written report of agreement.

- (5) If the appraisers fail to agree within 60 days from the commencement of the appraisal process, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of commercial property damage estimates, conducting on-site examination of commercial property damages and reviewing commercial expert reports, regarding the repair and replacement of commercial property damage.

- (6) If the two appraisers cannot agree upon an umpire within 15 days, you or we may request that the choice be made before the State of Florida Division of Administrative Hearings (DOAH) by an Administrative Law Judge. The party seeking appointment of an umpire must file an umpire appointment request form with DOAH which may be found at <https://www.doah.state.fl.us>.

If for any reason within 15 days of the request, DOAH declines to make the selection of an umpire, you or we may request that a judge of a court of record located in the county corresponding to the applicable LOCATION NO. and its DESCRIPTION OF PREMISES address shown in the Declarations choose the umpire.

DOAH umpire selection does not apply after an authorized insurer assumes the Policy.

- (7) The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.
- (8) The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:
- (a) The two appraisers who have agreed in setting the amount of loss; or

- (b) The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.

The appraisal award shall include the following:

- (a) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
- (b) The agreed amount of each item, its replacement cost value and corresponding actual cash value;
- (c) Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and
- (d) A statement of "This award is made subject to the terms and conditions of the policy."
- (9) Each party will:
- (a) Pay its own appraiser, including their costs associated with producing the estimate described in b.(1) above; and
- (b) Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.
- (10) The Appraisal Award shall not include any permanent repairs completed prior to our Appraisal inspection and we shall not be responsible for payment of any such repairs as part of an Appraisal Award.
- (11) You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.
- (12) If, however, we requested the mediation in 2.a. above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.
- (13) If, however, you or any party other than us requested the mediation in 2.a. above, we may still demand appraisal.

**Q. Loss Condition E.3. Duties In The Event Of Loss Or Damage** is deleted and replaced by the following:

**3. Duties In The Event Of Loss Or Damage**

**a.** In case of a loss to covered property, we have no duty to provide coverage under this Policy, if there is failure to comply with any of the following duties.

These duties must be performed either by you, any other insured seeking coverage, or by a representative of either.

- (1)** Give us prompt notice of the loss or damage. Include a description of the property involved.
- (2)** As soon as possible, give us or any person authorized to act on our behalf a description of how, when and where the loss or damage occurred.
- (3)** Take reasonable emergency measures to protect the Covered Property from further damage, as provided under Additional Coverages 4.g. Reasonable Emergency Measures To Protect The Property. Keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim.

This will not increase the Limit of Insurance.

However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect.

- (4)** Keep an accurate record of expenses.
- (5)** Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police if a law may have been broken and provide us a copy of the police report.

**(6)** Send to us, within 30 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

- (a)** The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
- (b)** The names of all persons who resided at the insured location at the time of loss;
- (c)** The interests of all insureds and all others in the property involved and all liens on the property;
- (d)** Other insurance which may cover the loss;
- (e)** Changes in title or occupancy of the property during the term of the policy; and
- (f)** Specifications of the damage to the building, including:
  - (i)** Detailed descriptions of the damage to the property;
  - (ii)** Repair estimates which show the extent of damage to each item or property;
  - (iii)** Estimated amount(s) to repair or replace each item of property; and
  - (iv)** Amount(s) of payment made for any temporary or permanent repairs.

Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain.

**(7)** The inventory of damaged Business Personal Property described in **a.(14)** below.

**(8)** Produce any updates to the documents and information in **a.(1)** through **a.(7)** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:

**(a)** As this information becomes available, and if additional loss or damage is discovered or incurred; and

**(b)** If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

**(9)** Cooperate with us or any person authorized to act on our behalf, in the investigation or settlement of the claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

When requested, this includes providing us with a copy of all minutes, associated notes, rules and regulations and exhibits, created or developed at or as a result of meetings of the insured's governing board and its committees.

A representative of an insured:

**(a)** Must cooperate with our investigation;

**(b)** Must not act in any manner that prevents us or any person acting on our behalf, from investigating the claim; and

**(c)** May not act in any manner to obstruct our investigation.

**(10)** As often as we reasonably require, allow us or any person authorized to act on our behalf:

**(a)** Access to the location insured;

**(b)** To inspect the location insured, and to inspect subject to **a.(17)**, **a.(18)** and **a.(19)** below all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the insured location;

**(c)** Examine your books and records; and

**(d)** To require an insured or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection.

At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage.

**(11)** At our request, identify all person(s) with knowledge of the facts of the loss.

**(12)** Execute all work authorizations and allow contractors and related parties entry to the property.

**(13)** Keep an accurate record of repair expenses.

**(14)** At our request, give us or any person authorized to act on our behalf, complete inventories of the damaged and undamaged property. Include descriptions, quantities, costs, values and amount of loss claimed.

Attach all bills, receipts and related documents that justify the figures in the inventory.

**(15)** As often as we or any person authorized to act on our behalf, reasonably require:

**(a)** Show the damaged property retained as required by this policy; and

**(b)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies.

**(16)** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities.

**(17)** To the degree reasonably possible, retain the damaged property and any photographs and videos of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos.

(18) To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property.

(19) To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis and permit us or any person acting on our behalf, to make copies from your books and records.

(20) As often as we or any person authorized to act on our behalf reasonably require:

- (a) You or any insured;
- (b) Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an insured; and
- (c) Any agent or representative, including any public adjuster, engaged on behalf of you or any insured, or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in (20)(b) above;

must:

- (a) Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of each other or any other insured;
- (b) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
- (c) Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must be either in-person or utilize video and audio technology, or both, as determined by us; and

Such examinations and recorded statements may be about any matter relating to this insurance or the claim, including an insured's books and records.

b. At our request, provide us with an unedited copy of all recordings and photographs, including but not limited to, video recordings, audio recordings and photographs, taken by you or your representative of inspections initiated by us under the policy.

c. The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

R. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
  - (a) There is an entry of a final judgment; or
  - (b) There is a filing of an appraisal award with us; or
- (3) Within 60 days of receiving notice of an initial, reopened, or supplemental property insurance claim, unless we deny the claim during that time or factors beyond our control.

If a portion of the claim is denied, then the 60-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

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

- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

**S. In form CP 00 17, the following Loss Payment condition applies:**

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

**T. The Loss Condition Loss Payment, paragraph 4.a.(4) is deleted and replaced by the following:**

- (4) Repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality, subject to b. below.

**U. The Loss Condition Loss Payment, paragraph 4.a.(5) is added:**

- (5) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property, subject to b. below.

**V. The Loss Condition Loss Payment, paragraph 4.c. is deleted and replaced by the following:**

- c. We will give the first Named Insured, mail to the first Named Insured at the address shown in the Declarations, or "electronically transmit" to the first Named Insured, written notice of our intentions within 30 days after we receive the signed, sworn proof of loss.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**W. The following is added to the Loss Payment Condition:**

Payment of a portion of the claim(s) being asserted in a loss under this policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.

**X. The following is added to the Loss Payment Condition:**

In case of loss to a pair, set or panels, we may elect to:

- (1) Repair or replace any part to restore the pair, set or panel to its value before the loss;

- (2) Pay the difference between the actual cash value of the property before and after the loss; or

- (3) Pay in any loss involving part of a series of pieces or panels:

- (a) The reasonable cost of repairing or replacing the damaged part to match the remainder as closely as possible; or

- (b) The reasonable cost of providing an acceptable decorative effect or utilization as circumstances may warrant.

However, we do not guarantee the availability of replacements, and we will not be liable, in the event of damage to or loss of a part, for the value, repair or replacement of the entire series of pieces or panels.

**Y. The Loss Condition Vacancy, paragraph 6. in form CP 00 10 and paragraph 7. in form CP 00 17, is deleted in its entirety.**

**Z. The following is added to the Loss Condition Valuation:**

Throughout this policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

**AA. In form CP 00 17, Loss Condition Valuation, paragraph 8.d. is added:**

- d. "Stock" you have sold but not yet delivered at the selling price less discounts and expenses you otherwise would have had.

**BB. In the Loss Conditions, the following is added:**

**Salvage**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the policy by the value of the salvage.

**CC.**In the Loss Conditions, the following is added:

**Notice**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**DD.**In the Loss Conditions, the following is added:

**Claim, Supplemental Claim, Or Reopened Claim**

a. A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A 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.

b. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have 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.

c. For claims resulting from "hurricane(s)", tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the "hurricane" made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Policy under the Legal Action Against Us Condition, including any amendment to that condition.

**EE.**Additional Condition **Mortgageholders**, paragraph 2.a. is deleted and replaced by the following:

a. The term mortgageholder includes trustee and lienholder.

**FF.**Additional Condition **Coinsurance** is deleted in its entirety.

**GG.**In the Additional Conditions, the following is added:

**Adjustment of Limits and Amounts**

If this policy is a renewal with us, the Limit of Insurance for your Covered Property may be adjusted.

Any change in the Limit of Insurance does not, in any way, represent, warrant, or guarantee to any person or entity, that:

a. The amounts of coverage are adequate to repair or rebuild any specific building or structure; or

b. The amounts of coverage are adequate to repair or replace:

(1) Any specific article of business personal property; or

(2) All of your business personal property.

**HH.**In form **CP 00 17**, Optional Coverages, Replacement Cost, paragraph 3.b.(4) is added:

(4) "Stock", unless the Including "Stock" option is shown in the Declarations.

**II.** The following is added to **H. Definitions** part of this policy:

**"Assumption insurer"** means an insurer who assumes contractual liability of your Citizens policy under an assumption agreement or take out plan pursuant to Sections 627.351(6) and 627.3511, Florida Statutes.

**"Diminution in value"** means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**"Electronic transmittal"** means:

a. The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or

b. The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as "electronically transmitted", "electronic transmittal", "electronically transmit" or "electronically transmitting")

**"Hurricane"** means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the "hurricane" includes the time period, in Florida:

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

**JJ.**In Form **CP 00 17**, the following definition is added to **H. Definitions** part of this policy:

**"Stock"** means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

**KK.**In the Common Policy Conditions, the **Inspections And Surveys** Condition **D.** is deleted and replaced by the following:

**D. Inspections And Surveys.**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

And we do not warrant that conditions:

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Recordings

At our request, provide us with an unedited copy of all recordings and photographs, including but not limited to, video recordings, audio recordings and photographs, taken by you or your representative of inspections initiated by us under the policy.

4. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**LL.**In the Common Policy Conditions, the following is added:

**Renewal Notification**

If we elect to renew this policy, we will let the first Named Insured 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 the first Named Insured, mailed to the first Named Insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first Named Insured, at least 45 days before the expiration date of this policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**MM.**In the Common Policy Conditions, the following is added:

**Document Transmittal**


Upon affirmative election by you for Citizens to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

**NN.**In the Commercial Property Conditions, the **Concealment, Misrepresentation Or Fraud** Condition **A.** is deleted and replaced by the following:

**A. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct.**

1. We do not provide coverage under this Policy to you or any insureds who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
  - a. Made one or more material incorrect statements or representations;
  - b. Concealed any material fact or circumstance; or
  - c. Engaged in fraudulent conduct.

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2. We do not provide coverage under this Policy to you or any insureds, when you or any insured had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any insured, or any claimant, engaged in any of the behavior described in 3.a. through 3.c. below.
  3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any insureds or any third parties, have, relating to this insurance:
    - a. Made one or more material incorrect statements or representations;
    - b. Concealed any material fact or circumstance; or
    - c. Engaged in fraudulent conduct.

If this policy covers a residential structure or its contents, then in the Commercial Property Conditions, the following is added to **A. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**:

However, if this policy has been in effect for more than 60 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

**OO.**The following is added to this policy:

**AGREEMENT**

This policy is issued on behalf of the Citizens Property Insurance Corporation and by acceptance of this policy you agree:

This policy does not include, does not insure, and we will not pay for, any "diminution in value".

**PP.**The following is added to this policy:

IN WITNESS WHEREOF, Citizens Property Insurance Corporation has executed and attested these presents.



Citizens Property Insurance Corporation

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

**CITIZENS CHANGES - PROPERTY NOT COVERED**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
BUILDERS RISK COVERAGE PART

Coverage, Property Not Covered section **A.2.**, is deleted and replaced by the following:

**2. Property Not Covered**

Covered Property does not include:

- a.** Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside a building described in the Declarations;
- b.** Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt; letters of credit, tickets and stamps, manuscripts, medals, money, notes other than bank notes, passports, personal records, or securities;
- c.** Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, script, prepaid instruments including stored value cards, gift cards, smart cards;
- d.** Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;
- e.** Articles of gold, goldware, gold-plated ware; or silver, silverware, silver-plated ware; platinum, platinum ware, platinum-plated ware; or pewter, pewterware or pewter-plated ware.

This includes flatware, holloware, tea sets, trays, trophies made of or including silver, gold, pewter, or platinum;

- f.** Aircraft, and their parts and accessories. Aircraft means any contrivance used or designed for flight or designed to carry people or cargo.

This includes model aircraft, hobby aircraft and drones, whether or not designed to carry people or cargo;

- (1)** Paragraph **f.** above does not apply to aircraft, model aircraft, hobby aircraft and drones, that you own, while inside of an enclosed building described in the Declarations, and you:

- (a)** Manufacture, process or warehouse; or

- (b)** Hold for sale, only as "stock".

- (2)** The exception under **f.(1)** above does not apply if the aircraft, model aircraft, hobby aircraft or drone, is under power or in flight;

- g.** Motor vehicles and all motorized land conveyances; trailers on wheels.

This includes:

- (1)** Their equipment and accessories; or
- (2)** Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized conveyances.


Electronic apparatus includes:

- (a)** Accessories or antennas; or

- (b)** Tapes, wires, records, discs or other media for use with any electronic apparatus described in this item **g.**

The exclusion of property described in **g.(1)** and **g.(2)** above, applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances, not subject to motor vehicle registration on the described premises which are:

- 
- (1) Contained inside of an enclosed building described in the Declarations; and
  - (2) Used to solely service the described premises; or
  - (3) Designed solely for assisting the handicapped; and
  - (4) Are self-propelled machines; and
  - (5) Are not autos or vehicles you hold for sale;
- h.** Watercraft, hovercraft, and their parts and furnishings, other than rowboats and canoes out of water at the described premises in the Declarations, unless:
- (1) Owned by you only as "stock" when removed from, out of, or not over water; and
  - (2) Located in or within 100 feet of the building described in the Declarations;

- i.** Electronic data, except as provided under the Additional Coverage, Electronic Data.

Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of electronic data which are used with electronically controlled equipment.

The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

This paragraph, i., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;

- j.** The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data.

Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems.

Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;

- k.** Credit cards or fund transfer cards;
- l.** Business Personal Property while airborne, waterborne or in transit;
- m.** Pilings, piers, wharves, retaining walls, seawalls, bulkheads, beach or diving platforms or appurtenances, docks or boathouses.
- However, we do cover pilings that are part of the Covered Property for that portion of the piling which is above the undersurface of the ground or the basement, if there is a basement, or above the low water mark if located in whole or in part over water;
- n.** Pipes, flues, and drains, which are underground;
- o.** Cost of excavations, grading, or filling, foundations of covered buildings or covered other structures, machinery, boilers, or engines, where foundations are below the undersurface of the lowest basement floor, or if there is no basement, below the surface of the ground;
- p.** Contraband, or property in the course of illegal transportation or trade;
- q.** Trees, shrubs, plants, flowers or lawns;
- r.** Windmills, wind pumps or their towers, or smokestacks;
- s.** Awnings;
- t.** Steeples and fountains;
- u.** Grain, hay, straw and other crops, crop silos or their contents;

- v. Bridges, boardwalks, trestles, catwalks, dune walks, ramps, roadways, walks, decks and patios and similar structures, or other paved or graveled surfaces, whether or not attached to the building;
- w. Amusement equipment;
- x. Fabric windscreens on fences;
- y. Any structure or attachment, whether attached or separate from the covered building, where that structure's roof or exterior wall coverings are of screen, fabric, thatch, lattice, or slats and similar material, and personal property contained within or on these structures;
- z. Slat houses, chickees, tiki huts, gazebos and pergolas or similar structures and personal property contained within, or on these structures;
- aa. Signs, radio or television antennas or aerials, satellite dishes (including lead-in wiring, masts or towers and their supports), and utility poles including light fixtures.  
However, we do cover solar paneling and other similar water heating or electrical apparatus when:
  - (1) Outside the building (including lead-in pipes, wiring, masts or tower and their supports);
  - (2) Permanently installed;
  - (3) Located on the described premises; and
  - (4) Used for the service of the Covered Property;
- bb. Travel trailers and similar structures and conveyances, (including Business Personal Property contained in or on or pertaining to, these structures or conveyances); or
- cc. Land, including land on which the other structures are located.

We do cover the following property if, and only if, it is described as separate and specific item(s) in the Declarations and a Limit of Insurance is shown in the Declarations for each of such items:

- a. Any structure, whether attached or separate from the covered building, where that structure's roof or wall covering is of screen;
- b. Fences, property walls and similar structures separating parcels of land;
- c. Greenhouses, glasshouses, hothouses, open-sided sheds, carports, cabanas, swimming pools, jacuzzis, hot tubs, or similar structures, including their decking, but not:
  - (1) Business Personal Property or contents contained within or on these structures; or
  - (2) When these structures are comprised of screening, fabric, thatch, lattice, slats or similar material;
- d. Enclosed garages, enclosed tool sheds, enclosed sheds, enclosed pump houses, enclosed boiler sheds, enclosed pool houses, enclosed air conditioning sheds, enclosed guard houses, enclosed workshops, enclosed maintenance sheds and the Business Personal Property or contents contained within or on the structures;
- e. Any structure, including the contents and Business Personal Property contained within or on the structure, that is located in whole or in part over water;
- f. Mobile and manufactured homes and buildings (including Business Personal Property contained in or on or pertaining to, these structures or conveyances).

However, we do not cover Business Personal Property or contents of any structure or other property regardless of whether it is described as separate and specific item(s) in the Declarations and a Limit of Insurance is shown in the Declarations, when:

- a. Such structure is comprised of screen, fabric, thatch, lattice, slats or similar material; or
- b. Not covered, as explained in other sections of this policy.