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

FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC C/O AMERI-TECH COMMUNITY MANAGEMENT, INC. 24701 US HWY 19 N STE 12 CLEARWATER, FL 33763-4086



#### **POLICY CHANGE SUMMARY**

**POLICY NUMBER:** 08843778 - 2 **POLICY PERIOD FROM** 11/28/2023 **TO** 11/28/2024

at 12:01 a.m. Eastern Time

Transaction: AMENDED DECLARATIONS Effective: 11/28/2023

Item	Prior Policy Information	Amended Policy Information
Locations and Buildings		
1: 301 2ND ST N		
1: Building A - 3 Story 7 Unit Condo		
Coverages		
Building Coverage		
Limit	1,779,700	1,816,000
Inflation Factor Override Ext	No	Yes
Building Coverage: Total Replacement Cost	\$1,779,700	\$1,816,000
Building Hurricane Deductible Amount	\$53,391	\$54,480
2: Building B - 3 Story 12 Unit Condo		
Coverages		
Building Coverage		
Limit	2,871,300	2,929,900
Inflation Factor Override Ext	No	Yes
Building Coverage: Total Replacement Cost	\$2,871,300	\$2,929,900
Building Hurricane Deductible Amount	\$86,139	\$87,897

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.

PCS 01 14 Page 1 of 1



POLICY NUMBER: 08843778 - 2	POLICY PERIOD FROM 11/28/2023	TO 11/28/2024
	at 12:01 a.m. Eastern Time	
Transaction: AMENDED DECLARATIONS	Effective: 11/28/2023	CR-M
Pay Plan: Citizens Full Pay	Bill: Insured Billed	
Named Insured and Mailing Address	Agent	Fl. Agent Lic. #
FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC C/O AMERI-TECH COMMUNITY MANAGEMENT, INC. 24701 US HWY 19 N STE 12 CLEARWATER, FL 33763-4086	MICHAEL BRIAN CLARKSON THE HILB GROUP OF FLORIDA LLC 28100 US HIGHWAY 19 N STE 201 CLEARWATER, FL 33761	A048645_1
<b>Telephone:</b> 727-726-8000	<b>Telephone</b> : 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.

		PREMIUM
COMMERCIAL PROPERTY COVERAGE		\$84,158.00
Required Additional Charges:		
Emergency Management Preparedness and Assistance Trust Fund (EMPA) 2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment 2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessm State Fire Marshal Regulatory Surcharge Tax-Exempt Surcharge		\$4.00 \$589.00 \$842.00 \$84.00 \$1,473.00
	TOTAL:	\$87,150.00
Change in	n Policy Premium:	\$1,735.00
The portion of your promium for		

The portion of your premium for

Hurricane Coverage is: \$56,215.00 Non - Hurricane Coverage is: \$27,943.00

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

Countersigned: 11/16/2023

Authorized By: MICHAEL BRIAN CLARKSON BY

Issued Date: 11/16/2023

Timothy M. Cerio

President/CEO and Executive Director Citizens Property Insurance Corporation

CDE	C1 11 23	Includes copyrighted material of Insurance Services Office, Inc.,	Page 1 of 6
		with its permission.	



**Policy Number:** 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING O	R SPECIAL CLA	ASS ITEM NO. 1	CSP C	ode: 0331	
BUSINESS DESCRIPTIO	N: Condominiums -re	sidential (associa	ation risk only) - wi	thout mercan	tile occupancies - l	Jp to 10 units
DESCRIPTION OF PREM	ISES 1: 301 2	2ND ST N	Bu	ıilding A - 3 S	Story 7 Unit Condo	
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 33	2704 2090	Group I Constructi Joisted Masonry Group I Territory St Petersburg (City	B Group II To	erritory	Protection Class 1 Coastal Territory None	BCEGS Grade Ungraded No. of Units 7
COVERAGES PROVIDED	Insurance at the lis Shown.	Described Prem	ises Applies Only	For Covera	ges For Which A L	imit Of Insurand
Coverage	Limit Of Insurance	Covered Causes Of Loss	Total Replacement Co	ost Rates	Premium	First Loss
Building (Bldg)	\$1,816,000	Basic	\$1,816,000	Class	\$30,874.00	N/A
					FHCF Build-Up Premiu	m: \$1,157
OPTIONAL COVERAGES	Applicable Only	When Entries A	re Made In The So	chedule Belo	)W	
Coverage	Pre	mium		R	Replacement Cost	
			E	<b>Building</b> Yes	Business Pe	rsonal Property
DEDUCTIBLE			"			
All Other Perils D	eductible		Year Hurricane ge Deductible			
		Deductible Percent	age (Deductible Amoun	t)		
\$1,000		Bldg: 3	% (\$54,480)			
WINDSTORM MITIGATIO	N FEATURES					
<b>Terrain</b> C	Year Built 1982	Roof Cover FBC Equivalent	Roof Deck Unknown	С	Roof-Wall onnection Unknown	<b>SWR</b> Unknown
<b>Building Type</b> Type I	Roof Shape Other	-	<b>g Protection</b> None	FBC Wind N/A	Speed FBC	Wind Design N/A
*A premium adjustment of or construction techniques					uilding's wind loss	mitigation feature
Mortgageholder(s) & Oth	ner Policyholder Inte	erest(s) - See Po	olicy Interest Sch	edule.		
PREMIUM: \$32,031.00	-	• • •	-			



**Policy Number:** 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING C	R SPECIAL CLA	ASS ITEM NO. 2	CSP C	ode: 0332	
BUSINESS DESCRIPTION	N: Condominiums -re	sidential (associa	ation risk only) - with	nout mercan	tile occupancies -1	1 to 30 units
DESCRIPTION OF PREMI	ISES 1: 301 2	2ND ST N	Buil	lding B - 3 S	tory 12 Unit Condo	
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 33	701_2080	Group I Constructi Joisted Masonry Group I Territory St Petersburg (City	B Group II Te	rritory	Protection Class 1 Coastal Territory None	BCEGS Grade Ungraded No. of Units 12
COVERAGES PROVIDED	Insurance at the Is Shown.	Described Prem	ises Applies Only	For Covera	ges For Which A L	imit Of Insuran
Coverage	Limit Of Insurance	Covered Causes Of Loss	Total Replacement Co	st Rates	Premium	First Loss
Building (Bldg)	\$2,929,900	Basic	\$2,929,900	Class	\$49,728.00	N/A
					FHCF Build-Up Premiur	m: \$1,862
OPTIONAL COVERAGES	Applicable Only	When Entries A	re Made In The Sch	nedule Belo	w	
Coverage	Pre	mium		R	eplacement Cost	
			В	<b>uilding</b> Yes	Business Per	rsonal Property
DEDUCTIBLE						
All Other Perils De	eductible		Year Hurricane ge Deductible			
		Deductible Percent	age (Deductible Amount)	)		
\$1,000		Bldg: 3	% (\$87,897)			
WINDSTORM MITIGATIO	N FEATURES					
<b>Terrain</b> C	Year Built 1982	Roof Cover FBC Equivalent	Roof Deck Unknown	C	coof-Wall connection Jnknown	<b>SWR</b> Unknown
<b>Building Type</b> Type I	Roof Shape Other	-	<b>g Protection</b> None	FBC Wind N/A	Speed FBC	Wind Design N/A
*A premium adjustment of or construction techniques					uilding's wind loss	mitigation featur
Mortgageholder(s) & Oth	er Policyholder Inte	erest(s) – See Po	olicy Interest Sche	dule.		
PREMIUM: \$51,590.00						



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING O	R SPECIAL CLA	ASS ITEM NO. 3	CSP C	ode: N/A	
BUSINESS DESCRIPTION	N: Swimming Pool (In	ground Concrete	e or Metal)			
DESCRIPTION OF PREM	/ISES 1: 301 2	ND ST N	Swin	nming Pool		
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 3	2704 2000	roup I Constructi N/A Group I Territory t Petersburg (City	N/A Group II Teri	ritory	Protection Class 1 Coastal Territory None	BCEGS Grade Ungraded No. of Units N/A
COVERAGES PROVIDE	Insurance at the D	escribed Prem	ises Applies Only F	or Covera	ges For Which A I	imit Of Insuranc
Coverage	Limit Of Insurance	Covered Causes Of Loss	Total Replacement Cos	t Rates	Premium	First Loss
Special Class Item	\$70,000	Basic	\$70,000	Class	\$388.00	N/A
					FHCF Build-Up Premiu	m: \$10
OPTIONAL COVERAGE	S Applicable Only V	Vhen Entries A	re Made In The Sch	edule Belo	w	
Coverage	Prei	mium		R	Replacement Cost	
				i <b>ilding</b> Yes	Business Pe	rsonal Property
DEDUCTIBLE	_					
All Other Perils I	Deductible		Year Hurricane ge Deductible			
		Deductible Percent	age (Deductible Amount)			
\$1,000		Bldg: 3	3% (\$2,100)			
WINDSTORM MITIGATION	ON FEATURES					
<b>Terrain</b> C	Year Built 1984	Roof Cover N/A	Roof Deck N/A	=	Roof-Wall onnection N/A	<b>SWR</b> N/A
Building Type N/A	Roof Shape N/A	Openin	g Protection F N/A	FBC Wind N/A	Speed FB	C Wind Design N/A
*A premium adjustment of construction techniques to					ling's wind loss mi	tigation features o
Mortgageholder(s) & Ot	her Policyholder Inte	rest(s) - See Po	olicy Interest Sched	lule.		
PREMIUM: \$398.00						



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING O	R SPECIAL CLA	ASS ITEM	NO. 4	CSP C	ode: N/A		
BUSINESS DESCRIPTION	I: Swimming Pool (In	ground Concrete	or Metal)					
DESCRIPTION OF PREMI	SES 1: 301 2	ND ST N		Spa				
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 337	701_2080	roup I Constructi N/A Group I Territory t Petersburg (City	, Gi	IP II Constru N/A roup II Territo eacoast Zone	ory	Protection Cla 1 Coastal Territo None		CEGS Grade Ungraded No. of Units N/A
COVERAGES PROVIDED	Insurance at the Date of the Is Shown.	escribed Prem	ises Appli	es Only For	Coverag	jes For Which	n A Limit	Of Insurance
Coverage	Limit Of Insurance	Covered Causes Of Loss		otal ment Cost	Rates	Premi	ium	First Loss
Special Class Item	\$25,000	Basic		5,000	Class	\$136	.00	N/A
						FHCF Build-Up Pi	remium:	\$3
OPTIONAL COVERAGES	Applicable Only V	Vhen Entries A	re Made In	The Sched	ule Belov	w		
Coverage	Prei	mium			Re	eplacement C	ost	
				<b>Build</b> Ye	•	Business	s Person	al Property
DEDUCTIBLE								
All Other Perils De	ductible	Calendar ` Percenta	Year Hurrio ge Deduct					
\$1,000		Bldg	: (\$1,000)					
WINDSTORM MITIGATION	N FEATURES							
<b>Terrain</b> C	<b>Year Built</b> 1984	Roof Cover N/A	Ro	of Deck N/A		oof-Wall onnection N/A		SWR N/A
Building Type N/A	<b>Roof Shape</b> N/A	Openin	g Protection	on FB	C Wind S N/A	Speed		nd Design N/A
*A premium adjustment of construction techniques that						ing's wind loss	s mitigati	on features o
Mortgageholder(s) & Othe	er Policyholder Inte	rest(s) – See Po	olicy Intere	st Schedul	e.			
PREMIUM: \$139.00	-							
- ,								



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

Insured Name: FAREHAM SQUARE CONDOMINIUM ASSOCIATION, 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.

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

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

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 08843778 - 2 POLICY PERIOD FROM 11/28/2023 TO 11/28/2024

at 12:01 a.m. Eastern Time

Named Insured FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC

	An entry below of "All" indicates the form applies to all items scheduled in the policy								
Location No.	<b>Building No.</b>	Form No.	<b>Edition Date</b>	Description					
ALL	ALL	CIT 03 23	01 14	FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)					
ALL	ALL	IL 09 53	01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM					
ALL	ALL	CIT CR 01 25	07 23	FLORIDA CHANGES					
ALL	ALL	CIT 01 91	01 14	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS					
ALL	ALL	CIT 02 55	02 19	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL					
ALL	ALL	CIT 01 75	07 23	FLORIDA CHANGES - LEGAL ACTION AGAINST US					
ALL	ALL	IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER- RELATED LOSSES					
ALL	ALL	IL P 001	01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS					
ALL	ALL	CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA					
ALL	ALL	CIT 14 20	02 23	ADDITIONAL PROPERTY NOT COVERED					
ALL	ALL	CIT 00 02	07 23	TABLE OF CONTENTS -CONDOMINIUM ASSOCIATION					
ALL	ALL	CP 10 10	06 07	CAUSES OF LOSS - BASIC FORM					
ALL	ALL	IL 00 17	11 98	COMMON POLICY CONDITIONS					
ALL	ALL	CP 00 90	07 88	COMMERCIAL PROPERTY CONDITIONS					
1	ALL	CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM					

Issued Date: 11/16/2023 First Named Insured Copy

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	with its permission.	-



# COMMERCIAL PROPERTY POLICY POLICY INTEREST SCHEDULE

POLICY NUMBER 08843778 - 2 POLICY PERIOD FROM 11/28/2023 TO 11/28/2024

at 12:01 a.m. Eastern Time

Named Insured FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC

Location No. Building No. Interest Type Name and Mailing Address

No Additional Interests.

Issued Date: 11/16/2023 First Named Insured Copy

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

FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC C/O AMERI-TECH COMMUNITY MANAGEMENT, INC. 24701 US HWY 19 N STE 12 CLEARWATER, FL 33763-4086

THE HILB GROUP OF FLORIDA LLC 5850 T G LEE BLVD STE 340 ORLANDO FL 32822







September 29, 2023 Invoice date:

## Invoice Summers

FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC C/O AMERI-TECH COMMUNITY MANAGEMENT, INC. 24701 US HWY 19 N STE 12 **CLEARWATER, FL 33763-4086** 

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Amount Due	\$85,415.00
Payment Due	November 28, 2023
Current Payment Plan	Full Pay

See reverse side for payment options

#### **Policy Information**

FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC Insured:

Primary address: 301 2ND ST N

**BILLED TO:** 

SAINT PETERSBURG, FL 33701-2989

Policy number: 08843778 Term: 2

Policy period: 11/28/23 to 11/28/24

Renewal premium: \$85,415.00

# **Payment Plans At-a-Glance**

	Initial Payment	Installment	Installment	Installment
Quarterly*	\$34169	\$17083	\$17083	\$17080
Semiannual*	\$51250		\$34165	
Payment Due	11/28/23	02/28/24	05/28/24	08/28/24

<sup>\*</sup>A 4 percent installment fee will be added to each installment following the initial payment

These payment plan amounts will differ if changes are made to your policy that increase or decrease premium.

### Contact your agent with questions or to change your payment plan

THE HILB GROUP OF FLORIDA LLC 813-636-4000 (address at top of page)

Please detach and submit this portion with your payment.



Payment Due: November 28, 2023

Policy Number: 08843778 Term: 2

Insured: FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC

#### Remit payment to:

Citizens Property Insurance Corporation P.O. Box 17850 Jacksonville, FL 32245-7850

Make check payable to Citizens Property Insurance Corporation, and include your policy number on the check. **Amount Due \$85,415.00** 

**Total Payment Enclosed** 



### **Payment Options**

#### Pay Online\*\*

See www.citizensfla.com/ payments for more information. Pay by Phone\*\* 866.411.2742

Only for issued Personal Lines policies Pay by Mail P.O. Box 17850 Jacksonville, FL 32245-7850 Pay by Overnight Mail c/o Payment Processing Department 301 West Bay Street, Ste 1300

Jacksonville, FL 32202

Phone: 866.411.2742

#### **Online or Phone Payment Terms**

When making payment to Citizens Property Insurance Corporation by phone or online, you authorize your financial institution to deduct the amount entered as a one-time payment from your bank account. Citizens Property Insurance Corporation will note this transaction as a pending payment until funds are secured from your financial institution. If Citizens Property Insurance Corporation is unable to secure funds from your bank account for any reason, including but not limited to insufficient funds in your account or inaccurate information provided by you when you submit your electronic payment, further collection action may be undertaken by Citizens Property Insurance Corporation, including application of returned check fees to the extent permitted by law.

<sup>\*\*</sup>Checking and saving account ACH payments only.



# IMPORTANT NOTICE REGARDING COVERAGE LIMITS IN YOUR RENEWAL OFFER

#### Dear Policyholder:

Citizens underwriting rules require that the building(s) on your policy be insured based on 100 percent of the replacement cost value. Due to recent decreases in construction costs, the enclosed renewal offer is for a policy that may provide a lower Limit Of Insurance and/or Total Replacement Cost\* than your current policy. If there is more than one building insured on your policy, more than one building may have a lower Limit Of Insurance.

If you would prefer to renew your policy with no change in your current Limit(s) Of Insurance, please contact your insurance agent for assistance in changing the amount of the Limit(s) Of Insurance and to obtain the renewal premium quote for such policy. This notice is provided as a courtesy. A future renewal offer may not provide this notice if the Limit(s) Of Insurance have not been decreased.

\*For certain policy types, Citizens insures only the first \$1 Million or \$2.5 Million of coverage for a building with a replacement cost higher than these limits. While the replacement cost may have decreased, the Limit Of Insurance for these buildings may not be reduced on the enclosed renewal. The Limit Of Insurance and Total Replacement Cost for each building are reflected on the enclosed declarations.



### 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, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES COULD BE AS HIGH AS 45 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 45 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*.

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
If your annual premium is:	\$25,000	\$25,000
<b>Tier 1</b> : Potential Citizens Policyholder Surcharge (one-time assessment up to 45% of premium)	\$11,250	N/A
<b>Tier 2</b> : Potential Regular Assessment (one-time assessment up to 2% of premium) <sup>1</sup>	N/A	\$500
<b>Tier 3</b> : Potential Emergency Assessment (up to 30% of premium annually, may apply for multiple years) <sup>2</sup>	\$7,500	\$7,500
Potential Annual Assessment:	\$18,750	\$8,000

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 additional assessments may be incurred for other property/casualty policies that are subject to assessment.
- 2 Tier 3 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.



### **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 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 Multiperil**

#### **DECLARATIONS**

The coverage descriptions shown in your Declarations, such as your coverage limits, 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.

**FLORIDA CHANGES**, form CIT CR 01 25 07 23 (Former CIT CR 01 25 02 22). This form changes other provisions in other forms in your policy. The following changes in this form are made:

- Part E. Loss Condition, paragraph 2.a. Alternative Dispute Resolution, Mediation is amended as follows:
  - The term "an 'assignee' of the Policy benefits" is deleted throughout the mediation condition.
  - The provision "We are not, however, required to participate in any mediation requested by an 'assignee' of the policy benefits." is deleted.
- Part E. Loss Condition, paragraph 2.b. Alternative Dispute Resolution, Appraisal is amended as follows:
  - A provision is added requiring both appraisers to sign the written report of agreement.
  - A provision is added requiring an umpire, selected by the two appraisers, to be experienced and proficient for the role of umpire for commercial property claims.
  - A provision is added, when an umpire is selected, requiring the appraisal award to be in writing, in
    a form approved by us, and must be signed by either the two appraisers who have agreed in setting
    the amount of loss, or by the umpire and the appraiser who has agreed with the umpire in setting
    the amount of loss.
  - A provision is added, requiring the appraisal award to include provisions relevant to the umpire's agreement to act in accordance with the Policy provisions.
  - The term "an 'assignee' of the Policy benefits" is deleted throughout the appraisal condition.
- Part F. Loss Condition, paragraph E.3. Duties In the Event Of Loss Or Damage. The Duties Of An Insured (After a loss) The insured's duties after a loss are amended as follows:
  - The heading "Duties Of An Insured" is deleted.
  - The statement "An 'assignment agreement' does not change the obligations to perform the duties required under this Policy." is deleted.
  - The term "assignees' if any" is deleted.
  - Amended the duty to retain property to the degree reasonably possible, retain damaged property and any other property that is related to the loss, whether the property is covered or not.
  - Amended the requirement to report a loss to the police if a law may have been broken, to provide that the loss must be reported to police within 14 days of the date of the discovery.
  - Added the term "videos" to the types of documentation the insured has a duty to provide with their Proof of Loss form.
  - The duty of an insured or any person to cooperate, and related duties, are amended to better
    express requirements to provide information including videos, corporate and board documents,
    damaged property, any other property contributing to loss, and other relevant items or information.

- Added the term "videos" to the types of supporting documentation and photographs the insured has a duty to retain and permit us to make copies.
- The government issued photo identification duty is amended to express that if the insured does not
  possess government issued photo identification, a signed sworn statement identifying who you are
  may be accepted.
- The "Duties Of An Assignee" section of the Duties After Loss condition is deleted.
- The heading "Application Of Duties" is deleted.
- Part G. The first two paragraphs in paragraph (3) of the Loss Condition dealing with the number of days within which we must pay for covered loss or damage are amended to "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."
- Part M. The Loss Condition Loss Payment "In no event will we make duplicate payments for the same element of loss because of the insured's failure to notify us of termination of the 'assignment agreement'." is deleted.
- o Subsequent Parts are re-numbered.
- Part M. A Loss Condition of Valuation is added which expresses 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.
- Part Q. The claim, supplemental claim and reopened claims reporting provisions are amended to decrease the time to report a claim, reopened claim, or supplemental claim to Citizens, which reflect changes in Florida law. (Section 627.70132, Florida Statutes). A claim or reopened claim is barred unless a notice of claim, reopened claim is given to us in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless a notice of a supplemental claim is given to us in accordance with the terms of the policy within 18 months after the date of loss.
- Subsequent Parts are re-numbered.
- Part V. H. Definitions. The "Assignment agreement" definition and the "Assignee" definition are deleted.
- Part Z. Causes Of Loss. This change adds the following provision to paragraph B.1. found in the Causes Of Loss CP 10 10 form of your policy. The provision reads: "These Exclusions in B1. and B.2 below apply whether or not the loss event results in widespread damage or affects a substantial area."
- Part AA. Causes Of Loss. This change deletes the ordinance or law exclusion found in the Causes Of Loss CP 10 10 form of your policy and replaces the exclusion with an exclusion provision that reads: "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: (a) An ordinance or law that is enforced even if the property has not been damaged; (b) 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, following a physical loss to that property; (c) The requirements of which result in a loss in value to property; (d) 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 (e) The requirements of which apply to other structures unless specifically provided under this policy."
- Part BB. Causes Of Loss. This change deletes the earth movement and settlement exclusion found in the Causes Of Loss CP 10 10 form of your policy and replaces the earth movement and settlement exclusion with provisions that includes the following changes:
  - The exclusion is amended to more explicitly express earthquake and settlement is not covered.
  - The exclusion is amended to more explicitly express earth sinking, rising and shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring and soil conditions are not covered. A description of soil conditions is added.
  - The exclusion is amended to better express subsidence, including mine subsidence is not covered.
  - The exclusion is amended to express settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, ceilings, floors, retaining walls, pavements and patios are not covered.

- The exclusion is amended to express blasting, pile driving, demolition and other construction activities and equipment, including their associated vibrations and shockwaves are not covered.
- The exclusion is amended to more explicitly express the exclusion applies whether movement or settlement results from any act of nature, manmade or animal activities, or is otherwise caused.
- Part CC. Causes Of Loss. This change deletes the nuclear hazard exclusion found in the Causes Of Loss CP 10 10 form of your policy and replaces the exclusion with an exclusion provision that reads: "d. Nuclear Hazard Nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire."
- Part DD. Causes Of Loss. This change adds a provision to the war and military action exclusion found in the Causes Of Loss CP 10 10 form of your policy. The provision reads: "Discharge of a nuclear weapon shall be deemed a warlike act even if accidental."
- Part EE. Causes Of Loss. This change amends paragraph g.(3) of the water exclusion found in the Causes Of Loss CP 10 10 form of your policy to read: "(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, septic tank, septic system, drain field, cess pool, sump, sump pump or related equipment or similar systems;".
- Part GG. Causes Of Loss. The existing damage exclusion is amended to indicate existing damage is also known as pre-existing damage.
- Part HH. Causes Of Loss. Additional exclusions are added to the exclusions found in the Causes Of Loss CP 10 10 form of your policy. These exclusions are:
  - Rust, smog, decay, or other corrosion.
  - Wear, tear, marring, deterioration.
  - Inherent vice or latent defect.
  - Fire, lightning, explosion, aircraft damage or vehicular damage, riot or civil commotion, vandalism, burglary or theft.
  - Smoke from agricultural smudging or industrial operations or sudden and accidental damage from smoke.
  - Discharge, dispersal, seepage, migration, release or escape of pollutants.
  - Neglect. Neglect to use all reasonable means to save and preserve property before, at, or after the time of loss.
  - 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.
  - Nesting or infestation, or discharge or release of waste products or secretions, by any animals or creatures and any ensuing loss.
  - Animals or creatures owned or kept by an any insured.
  - Consequential Losses, including but not limited to rental value, business income or business interruption.
  - 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.
  - 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.
  - Governmental Action. Seizure or destruction of property by order of governmental authority.
  - We do not insure for loss to Covered Property caused by any of the following:
    - Weather conditions:
    - Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
    - Faulty, inadequate or defective planning, zoning, development, surveying, siting; design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, materials used in repair, construction, renovation or remodeling; or maintenance of part or all of any property whether on or off the described premises.

- Part JJ. Causes Of Loss. The following exclusion is added to the exclusions found in the Causes Of Loss CP 10 10 form of your policy. The exclusion is: "Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires including loss to a tube, transistor or similar electronic component"
- Part NN. Commercial Property Conditions The term "statement" is amended to "statements" in paragraph 1.a. in the Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct condition.

#### Additional Property Not Covered, form CIT 14 20 02 23 (Former form CIT 14 20 02 19)

This form changes, (and may delete or add) other provisions in other forms in your policy. The following changes in this form are made:

- The Coverage, Property Not Covered section of your policy, paragraph A.2.a. is amended to express 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 are not covered.
- The Coverage, Property Not Covered section of your policy, paragraph A.2.n. is amended to express electronic data, including 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 is not covered (except as provided under the Additional Coverage, Electronic Data).
- The Coverage, Property Not Covered section of your policy, paragraph A.2.p. is amended to express vehicles or self-propelled machines (including watercraft and hovercraft, and their parts and accessories) that are required to be licensed for use on public roads or waterways; or are operated principally away from the described premises are not covered (except under specific criteria as described in the paragraph p.).
- The following property is added to the Property Not Covered section of your policy (Property that is not covered).
  - 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 card.
  - 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.
  - Aircraft, and their parts and accessories and 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. This exclusion 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 manufacture, process or warehouse, or hold for sale only as stock. However, this exclusion does not apply if the aircraft, model aircraft, hobby aircraft or drone is under power or in flight.

#### Florida - Sinkhole Loss Coverage, form CIT 04 01 07 23 (Former form CIT 04 01 02 20)

If this form is part of your policy, the form has been changed as follows:

- Paragraph K. The term "or Appraisal" is deleted.
- Paragraph N. The term "sinkhole" is added.
- o Paragraph . The term "sinkhole" is added.

#### Florida Changes - Legal Action Against Us, form CIT 01 75 07 23 (Former form CIT 01 75 02 20)

- The form is amended to delete provisions regarding "assignee" and to delete the "Suit by an assignee" part of the condition.
- Paragraph 2. is amended to read: "No action can be brought against us; unless: 2. There has been full
  compliance with all of the terms of this Policy." (The term "applicable to an 'insured'" is deleted).
- The last two paragraphs in the form delineating application of various policy forms are deleted.

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:** 08843778 - 2 **POLICY PERIOD FROM** 11/28/2023 **TO** 11/28/2024

at 12:01 a.m. Eastern Time

**Transaction: RENEWAL** 

Item	Prior Policy Information	Amended Policy Information
Policy Info		
Billing Contact: IPFS CORPORATON	Added	Deleted
Locations and Buildings		
1: 301 2ND ST N		
1: Building A - 3 Story 7 Unit Condo		
Coverages		
Building Coverage		
Limit	1,816,000	1,779,700
Most Recent Inflation Amount Ext		1779700.00
Most Recent Inflation Amt TRC Ext		1779700.00
Inflation Factor Override Ext	Yes	No
Building Coverage: Total Replacement Cost	\$1,816,000	\$1,779,700
Building Hurricane Deductible Amount	\$54,480	\$53,391
2: Building B - 3 Story 12 Unit Condo		
Coverages		
Building Coverage		
Limit	2,929,900	2,871,300
Most Recent Inflation Amount Ext		2871300.00
Most Recent Inflation Amt TRC Ext		2871300.00
Inflation Factor Override Ext	Yes	No
Building Coverage: Total Replacement Cost	\$2,929,900	\$2,871,300
Building Hurricane Deductible Amount	\$87,897	\$86,139

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.

PCS 01 14	Page	1 of 1	l



POLICY NUMBER: 08843778 - 2	POLICY PERIOD FROM 11/28/2023	<b>TO</b> 11/28/2024	
	at 12:01 a.m. Eastern Time		
Transaction: RENEWAL		CR-M	
Pay Plan: Citizens Full Pay	Bill: Insured Billed		
Named Insured and Mailing Address	Agent	Fl. Agent Lic. #	
FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC C/O AMERI-TECH COMMUNITY MANAGEMENT, INC. 24701 US HWY 19 N STE 12 CLEARWATER, FL 33763-4086	MICHAEL BRIAN CLARKSON THE HILB GROUP OF FLORIDA LLC 28100 US HIGHWAY 19 N STE 201 CLEARWATER, FL 33761	A048645_1	
<b>Telephone:</b> 727-726-8000	<b>Telephone:</b> 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.

	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$82,484.00
Required Additional Charges:	
Emergency Management Preparedness and Assistance Trust Fund (EMPA) 2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment 2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment State Fire Marshal Regulatory Surcharge Tax-Exempt Surcharge	\$4.00 \$577.00 \$825.00 \$82.00 \$1,443.00
TOTAL:	\$85,415.00

The portion of your premium for

Hurricane Coverage is: \$55,094.00 Non - Hurricane Coverage is: \$27,390.00

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

Countersigned: 09/29/2023

Authorized By: MICHAEL BRIAN CLARKSON BY:

Issued Date: 09/29/2023

Timothy M. Cerio

President/CEO and Executive Director Citizens Property Insurance Corporation

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Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING C	R SPECIAL CL	ASS ITEM	NO. 1	CSP C	ode: 0331	
BUSINESS DESCRIPTION	: Condominiums -re	esidential (associ	ation risk o	nly) - without	t mercant	ile occupancie	s - Up to 10 units
DESCRIPTION OF PREMIS	SES 1: 301	2ND ST N		Building	g A - 3 St	tory 7 Unit Con	do
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 337	01_2080	Group I Construct Joisted Masonry Group I Territor St Petersburg (City	, y Gi	up II Construc B roup II Territo eacoast Zone	ory	Protection Class 1 Coastal Territo None	Ungraded
COVERAGES PROVIDED	Insurance at the Is Shown.	Described Prem	ises Appli	es Only For	Coverag	jes For Which	A Limit Of Insuranc
Coverage	Limit Of Insurance	Covered Causes Of Loss		otal ment Cost	Rates	Premiu	um First Loss
Building (Bldg)	\$1,779,700	Basic		79.700	Class	\$30,257	
	. , ,	our coverage limits ha	, ,	,		FHCF Build-Up Pre	
OPTIONAL COVERAGES	Applicable Only					w	
 Coverage		emium				eplacement C	ost
J			Building Yes		Business Personal Prope		
DEDUCTIBLE	·					,	
All Other Perils De	ductible		Year Hurri ge Deduct				
		Deductible Percen	tage (Deductib	le Amount)			
\$1,000		Bldg: 3	% (\$53,391	)			
WINDSTORM MITIGATION	FEATURES						
<b>Terrain</b> C	<b>Year Built</b> 1982	Roof Cover FBC Equivalent		of Deck nknown	Co	oof-Wall onnection Jnknown	<b>SWR</b> Unknown
<b>Building Type</b> Type I	Roof Shape Other		<b>g Protectio</b> None	on FB	C Wind S N/A	Speed I	FBC Wind Design N/A
*A premium adjustment of \$ or construction techniques t						uilding's wind lo	oss mitigation feature
Mortgageholder(s) & Othe	r Policyholder Inte	erest(s) – See P	olicy Intere	est Schedule	е.		
PREMIUM: \$31,391.00							



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING C	R SPECIAL CL	ASS ITEM NO	<b>).</b> 2	CSP C	ode: 0332		
BUSINESS DESCRIPTION	: Condominiums -re	sidential (associ	ation risk only	) - without	t mercant	ile occupancies -1′	I to 30 units	
DESCRIPTION OF PREMIS	SES 1: 301 2	2ND ST N		Building	g B - 3 St	ory 12 Unit Condo		
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 3370	01_2080	Group I Construct Joisted Masonry Group I Territory St Petersburg (City	, y Gro	II Construc B up II Territo coast Zone	ory	Protection Class 1 Coastal Territory None	BCEGS Grade Ungraded No. of Units 12	
COVERAGES PROVIDED	Insurance at the Is Shown.	Described Prem	ises Applies	Only For	Coverag	es For Which A L	imit Of Insurance	
Coverage	Limit Of Insurance	Covered Causes Of Loss	Tota Replaceme	••	Rates	Premium	First Loss	
Building (Bldg)	\$2,871,300	Basic	\$2,871	300	Class	\$48,732.00	N/A	
					1	FHCF Build-Up Premiun	n: \$1,824	
		our coverage limits ha						
OPTIONAL COVERAGES	Applicable Only		re Made In T	he Sched				
Coverage	Pre	Premium			Re	Replacement Cost		
				<b>Build</b> Ye:	•	Business Per	sonal Property	
DEDUCTIBLE			"					
All Other Perils Dec	ductible		Year Hurrica ge Deductib					
		Deductible Percen	tage (Deductible	Amount)				
\$1,000		Bldg: 3	% (\$86,139)					
WINDSTORM MITIGATION	FEATURES							
Terrain	Year Built	Roof Cover		Deck		oof-Wall	SWR	
С	1982	FBC Equivalent	Unk	nown		nnection Inknown	Unknown	
<b>Building Type</b> Type I	Roof Shape Other		<b>g Protection</b> None	FB	C Wind S N/A	Speed FBC	Wind Design N/A	
*A premium adjustment of \$ or construction techniques t						ilding's wind loss r	nitigation features	
Mortgageholder(s) & Othe	r Policyholder Inte	erest(s) – See P	olicy Interest	Schedule	е.			
PREMIUM: \$50,556.00	-							



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

LOCATION NO. 1	BUILDING O	R SPECIAL CL	ASS ITEM NO. 3	CSP Cod	e: N/A		
BUSINESS DESCRIPTION	N: Swimming Pool (In	ground Concrete	e or Metal)				
DESCRIPTION OF PREM	<b>IISES</b> 1: 301 2	ND ST N	Swim	nming Pool			
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 3	2704 2000	roup I Construct N/A Group I Territory It Petersburg (City	N/A <b>Group II Te</b> rr	ritory Co	otection Class 1 pastal Territory None	BCEGS Grade Ungraded No. of Units N/A	
COVERAGES PROVIDE	Insurance at the I ls Shown.	Described Prem	ises Applies Only F	or Coverages	For Which A Lir	nit Of Insuranc	
Coverage	Limit Of Insurance	Covered Causes Of Loss	Total Replacement Cos	t Rates	Premium	First Loss	
Special Class Item	\$70,000	Basic	\$70,000	Class	\$388.00	N/A	
				FH	CF Build-Up Premium:	\$10	
OPTIONAL COVERAGE	S Applicable Only V	When Entries A	re Made In The Sch	edule Below			
Coverage	Pre	mium		Replacement Cost			
				i <b>ilding</b> Yes	<b>Business Personal Property</b>		
DEDUCTIBLE							
All Other Perils [	Deductible		Year Hurricane ge Deductible				
		Deductible Percen	tage (Deductible Amount)				
\$1,000		Bldg: 3	3% (\$2,100)				
WINDSTORM MITIGATION	ON FEATURES						
<b>Terrain</b> C	Year Built 1984	Roof Cover N/A	Roof Deck N/A	Con	of-Wall nection N/A	SWR N/A	
Building Type Roof Shape N/A N/A		Opening Protection N/A		FBC Wind Speed N/A		<b>Wind Design</b> N/A	
*A premium adjustment construction techniques t					g's wind loss mitig	ation features o	
Mortgageholder(s) & Ot	her Policyholder Inte	rest(s) – See P	olicy Interest Sched	ule.			
PREMIUM: \$398.00	-						



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

			ASS ITEM NO. 4	COF	ode: N/A	
BUSINESS DESCRIPTION	I: Swimming Pool (In	ground Concrete	or Metal)			
DESCRIPTION OF PREMI	SES 1: 301 2	ND ST N	Sp	ра		
<b>Location Address</b> 301 2ND ST N SAINT PETERSBURG, FL 337	704 2080	roup I Constructi N/A Group I Territory t Petersburg (City	N/A <b>Group II T</b>	∖ erritory	Protection Clas 1 Coastal Territor None	Ungraded
COVERAGES PROVIDED	Insurance at the I Is Shown.	Described Prem	ises Applies Only	/ For Covera	ges For Which	A Limit Of Insuranc
Coverage	Limit Of Insurance	Covered Causes Of Loss	Total Replacement C	ost Rates	Premiu	m First Loss
Special Class Item	\$25,000	Basic	\$25,000	Class	\$136.0	0 N/A
					FHCF Build-Up Pre	mium: \$3
OPTIONAL COVERAGES	Applicable Only \	When Entries A	e Made In The So	chedule Belo	w	
Coverage	Pre	mium		R	eplacement Co	ost
				<b>Building</b> Yes	Business	Personal Property
DEDUCTIBLE						
All Other Perils De	ductible		/ear Hurricane ge Deductible			
\$1,000		Bldg	(\$1,000)			
WINDSTORM MITIGATION	N FEATURES					
<b>Terrain</b> C	<b>Year Built</b> 1984	Roof Cover N/A	<b>Roof Decl</b> N/A	-	Roof-Wall onnection N/A	<b>SWR</b> N/A
Building Type N/A	Roof Shape N/A	Opening	g <b>Protection</b> N/A	FBC Wind N/A	Speed F	FBC Wind Design N/A
*A premium adjustment of construction techniques that					ling's wind loss	mitigation features o
Mortgageholder(s) & Othe	er Policyholder Inte	rest(s) – See Po	licy Interest Sch	edule.		
PREMIUM: \$139.00						



Policy Number: 08843778 - 2 Effective Date: 11/28/2023 to 11/28/2024

Insured Name: FAREHAM SQUARE CONDOMINIUM ASSOCIATION, 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.

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

# 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

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 08843778 - 2 POLICY PERIOD FROM 11/28/2023 TO 11/28/2024

at 12:01 a.m. Eastern Time

Named Insured FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC

		An entry below o	f "All" indicates th	ne form applies to all items scheduled in the policy
Location No.	Building No.	Form No.	<b>Edition Date</b>	Description
ALL	ALL	IL 00 17	11 98	COMMON POLICY CONDITIONS
ALL	ALL	CP 00 90	07 88	COMMERCIAL PROPERTY CONDITIONS
ALL	ALL	CIT 00 02	07 23	TABLE OF CONTENTS -CONDOMINIUM ASSOCIATION
ALL	ALL	CP 10 10	06 07	CAUSES OF LOSS - BASIC FORM
ALL	ALL	CIT 02 55	02 19	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
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 14 20	02 23	ADDITIONAL PROPERTY NOT COVERED
ALL	ALL	CIT CR 01 25	07 23	FLORIDA CHANGES
ALL	ALL	CIT 01 91	01 14	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS
ALL	ALL	CIT 03 23	01 14	FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)
ALL	ALL	IL 09 53	01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
ALL	ALL	IL 09 35	07 02	EXCLUSION OF CERTAIN COMPUTER- RELATED LOSSES
ALL	ALL	IL P 001	01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
1	ALL	CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM

Issued Date: 09/29/2023 First Named Insured Copy

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# COMMERCIAL PROPERTY POLICY POLICY INTEREST SCHEDULE

POLICY NUMBER 08843778 - 2 POLICY PERIOD FROM 11/28/2023 TO 11/28/2024

at 12:01 a.m. Eastern Time

Named Insured FAREHAM SQUARE CONDOMINIUM ASSOCIATION, INC

Location No. Building No. Interest Type Name and Mailing Address

No Additional Interests.

Issued Date: 09/29/2023 First Named Insured Copy



# **NOTICE OF PRIVACY POLICY**

FACTS	WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  - Social Security number - Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth, and occupation - Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information - Credit card or bank account information - Mortgage information - Information from your visits to www.citizensfla.com  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.
How?	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?	
For our everyday business purposes – 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		No	
For our marketing purposes – to offer our products and services to you	d No	We don't share.	
For joint marketing with other financial companies	No	We don't share.	
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share.	
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share.	
For nonaffiliates to market to you	No	We don't share.	
Questions? Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or one of the sum of the			

1

Page 2	
What we do	
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?	We collect your personal information, for example, when:  - You apply for insurance - We process your application - You pay insurance premiums - You give us your contact information - You give information to your agent or property inspector - You file an insurance claim (or if a claim is made against you) - You show us your government-issued ID or driver's license - You visit Citizens' website if you voluntarily provide the information We also collect information, such as your loss history, from other companies.
Why can't I limit all sharing?	- Sharing for affiliates' everyday business purposes — information about your creditworthiness - Affiliates from using your information to market to you - Sharing for nonaffiliates to market to you  State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	These are companies related by common ownership or control. They can be financial and nonfinancial companies:  Citizens has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:  - Independent insurance agents and agencies - Independent adjusters or claims representatives - Inspection companies - Auditors - Insurance support organizations - Attorneys, courts and government agencies
Joint marketing	This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Citizens does not jointly market
Other important information	

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.

Page 3	
Notice of Collection and Use of	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?	Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:  - Obtaining loss history reports for underwriting purposes - Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes - Reporting unclaimed property to state government agencies - Processing insurance claims - Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements

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

### FLORIDA CHANGES - LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following replaces COMMERCIAL PROPERTY CONDITION **D. Legal Action Against Us** in Form **CP 00 90**:

#### D. LEGAL ACTION AGAINST US

No action can be brought against us; unless:

- 1. Notice of the loss has been given to us;
- **2.** There has been full compliance with all of the terms of this policy;
- 3. If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and
- **4.** The action is started within 5 years after the date of the loss.

# 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.** 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.

(5) Examples

# Example #1

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	50,000
Amount of Loss Payable	\$	49,500
	(\$50,00	00-\$500)
Debris Removal Expense	\$	10,000
Debris Removal Expense		
Payable	\$	10,000
(\$10,000 is 20% of \$50,000)		

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible.

The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance.

Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

# Example #2

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	80,000
Amount of Loss Payable	\$	79,500
	(\$80,000	) - \$500)
Dalada Damasual Europea	Φ.	
Debris Removal Expense	\$	30,000
Debris Removal Expense  Debris Removal Expense	\$	30,000

Basic Amount \$ 10,500 Additional Amount \$ 5,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500.

The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000).

The additional amount of covered debris removal expense is \$5,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$19,500; \$10,500 of the debris removal expense is not covered.

**B.** 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:

**C.** Coverage Extensions **5.e. Outdoor Property** is deleted and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

D. Limits Of Insurance C. 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 most we will pay for loss or damage to outdoor signs attached to a building is \$1,000 per sign in any one occurrence.

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:

- Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal; and
- 3. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

- **E.** Loss Condition **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.
  - (1) If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.
  - (2) The estimate 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 receipt of the written demand for appraisal, the parties shall have up to 60 calendar days from receipt of the written demand to examine all damages claimed, including the right to re-inspect the property, before commencing the formal Appraisal process.
  - The start of the formal Appraisal process will not begin until the earlier of:
  - (a) The day the parties mutually agree in writing to commence the formal appraisal process; or
  - (b) The 61st calendar day after the receipt of the written demand for appraisal;
- (4) Upon commencement of the formal Appraisal process as outlined above in 2.b.(3) above 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.
- (5) 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.
- (6) If the appraisers fail to agree within 60 days from the commencement of the formal 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.

- (7) If the two appraisers cannot agree upon an umpire within 15 days, you or we may request that the choice be made by 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 in accordance with the following:
- (8) The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.
- (9) 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."
- (10) 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.
- (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.
- F. 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 all reasonable steps to protect the Covered Property from further damage, and 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 60 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. 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.
- **G.** 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) above does not form the sole basis for a private cause of action against us.

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.
- **H.** 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.
- I. 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.
- J. 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.

- K. The Loss Condition Loss Payment, paragraph 4.i. is added:
  - i. In the event of a Catastrophic Ground Cover Collapse to a "principal building," you must repair the damage or loss in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- (1) Pay to complete our professional engineer's recommended repairs; or
- (2) Pay the policy limits of the applicable building.
- **L.** 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.

**M.** 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.

- N. 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.
- **O.** 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.

**P.** 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.

Q. 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 hurricanes, 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.

- R. Additional Condition Mortgageholders, paragraph2.a. is deleted and replaced by the following:
  - The term mortgageholder includes trustee and lienholder.
- Additional Condition Coinsurance is deleted in its entirety.
- **T.** 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. These adjustments will keep pace with inflation; or
- **b.** The amounts of coverage are adequate to repair or rebuild any specific building or structure.
- U. 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.

- V. 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 transmitting")

# "Principal building":

- a. If we are insuring your Business Personal Property located within a building we do not insure under this policy, "principal building" means:
  - The building including any attached garage located at the Business Personal Property's insured location shown in the Declarations.
  - "Principal building" does not include property described in paragraphs **b.(1)** through **b.(7)** below.
- **b.** If we are insuring a building or structure under this policy, "principal building" means each building shown in the Declarations, including any attached garage.
  - "Principal building" does not include:
  - (1) Appurtenant structures connected to the "principal building" by a fence, utility line, open space, or breezeway;
  - (2) Structures whose foundation is not part of or connected to the applicable "principal building" foundation.

- These structures include, but are not limited to, screen enclosures, porches, lanais, carports, pools, pool decks, spas, gazebos, buildings that are not fully enclosed, buildings or structures constructed to be open to the weather, and other open sided or ancillary structures;
- (3) Driveways, sidewalks, decks or patios; including, but not limited to, walkways, pavement, fences and other similar property;
- (4) Structures and other property excluded or not covered elsewhere in your policy;
- (5) Materials, equipment, supplies and temporary structures on or within 100 feet of the described premises used for making additions, alterations or repairs to property other than the "principal building";
- (6) Temporary structures on or within 100 feet of the described premises used for making additions, alterations or repairs to the "principal building"; or
- (7) Other buildings or garages whose foundation is not part of or connected to the applicable "principal building" foundation.
- "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
- "Primary structural system" means an assemblage of "primary structural members."
- "Structural damage" means a "principal building," regardless of the date of its construction, has experienced the following:
  - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical "primary structural members" to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
- W. 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.

#### X. Sinkhole Collapse Coverage Removed.

Sinkhole Collapse coverage is removed and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Part **V.** below.

In the Causes Of Loss – Basic Form **CP 10 10**, **Sinkhole Collapse** is deleted from the Covered Causes of Loss.

Further, this policy does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

Y. The following is added to this policy as a Covered Cause of Loss:

# Catastrophic Ground Cover Collapse.

We will pay for direct physical loss or damage to the "principal building" caused by or resulting from Catastrophic Ground Cover Collapse, meaning geological activity that results in all of the following:

- **a.** The abrupt collapse of the ground cover;
- **b.** A depression in the ground cover clearly visible to the naked eye;
- **c.** "Structural damage" to the "principal building," including the foundation; and
- d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building."

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a Catastrophic Ground Cover Collapse.

Direct physical loss from Catastrophic Ground Cover Collapse does not apply to the costs to repair the depression or hole, or to stabilize the land on the premises. However:

- a. If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, and we at our option pay to complete our professional engineer's recommended repairs, our payments will include payment for stabilization of the applicable land in accordance with our professional engineer's recommended repairs.
- b. The total of our payments in (a) above will not exceed the applicable Limit of Insurance.

**Business Personal Property:** 

We will pay for direct physical loss or damage to Business Personal Property shown in the Declarations, when the following apply:

- **a.** The Business Personal Property is located within a "principal building," and
- b. The direct physical loss or damage results from or is caused by Catastrophic Ground Cover Collapse that occurs during the policy period, as described above.

The Earth Movement And Settlement Exclusion does not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance.

Regardless of whether loss or damage attributable to Catastrophic Ground Cover Collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

**Z.** In the Causes Of Loss – Basic Form **CP 10 10**, the following is added to paragraph **B.1**.:

These Exclusions in **B1**. and **B.2** below apply whether or not the loss event results in widespread damage or affects a substantial area.

**AA.**In the Causes Of Loss – Basic Form **CP 10 10**, the Ordinance or Law Exclusion **B.1.a.** is deleted and replaced by the following:

#### 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:

- (a) An ordinance or law that is enforced even if the property has not been damaged;
- (b) 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, following a physical loss to that property;

- (c) The requirements of which result in a loss in value to property;
- (d) 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
- (e) The requirements of which apply to other structures unless specifically provided under this policy.
- **BB.**In the Causes Of Loss Basic Form **CP 10 10**, the Earth Movement Exclusion **B.1.b.** is deleted and replaced by the following:

#### b. Earth Movement And Settlement

- (1) Earthquake and settlement, including land shock waves, tremors, aftershocks, or any earth sinking, rising or shifting, related to such event:
- (2) Earth sinking (other than catastrophic ground cover collapse), 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 or contraction 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) Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;
- (5) Blasting, including shockwaves and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;
- (6) Pile driving, including shockwaves or vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

(7) 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.

But if Earth Movement, as described in **b.(1)** through **(7)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (8) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or Volcanic Action, we will pay for the loss or damage caused by that fire or Volcanic Action.
- **CC.**In the Causes Of Loss Basic Form **CP 10 10**, the Nuclear Hazard Exclusion **B.1.d.** is deleted and replaced by the following:

#### d. Nuclear Hazard

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

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**DD**.In the Causes Of Loss – Basic Form **CP 10 10**, the following is added to the War And Military Action Exclusion **B.1.f.**:

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

**EE.**In the Causes Of Loss – Basic Form **CP 10 10**, the Water Exclusion **B.1.g.** is deleted and replaced by the following:

## g. Water

- (1) Flood, surface water, waves, including tidal waves and tsunami, tides, tidal water, wave wash, 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, septic system, drain field, cess pool, sump, sump pump or related equipment or similar systems;

- (4) Water under the ground surface pressing on, or flowing, leaking or seeping through:
  - (a) Buildings, foundations, walls, floors, driveways, sidewalks, patios, swimming pools, paved surfaces, or other structures;
  - (b) Basements, whether paved or not;
  - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in g.(1), g.(3) or g.(4) or material carried or otherwise moved by mudslide or mudflow.

This Exclusion **g.** applies regardless of whether any of the above in **g.(1)** through **g.(5)** is caused by or resulting from human or animal forces or by an 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 any other boundary or containment system fails in whole or in part, for any reason, to contain the water or waterborne material.

But if any of the above, as described in **g.(1)** through **g.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**FF.**In the Causes Of Loss – Basic Form **CP 10 10**, the following paragraph **i.** is added to **B.1**. Exclusions:

# i. Windstorm Exterior Paint And Waterproofing Exclusion

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies:

We will not pay for loss or damage caused by windstorm to:

- (1) Paint;
- (2) Stain; or
- (3) Waterproofing material;

applied to the exterior of any building or structure.

**GG.**In the Causes Of Loss – Basic Form **CP 10 10**, the following paragraph **j.** is added to **B.1**. Exclusions:

# j. Existing Damage

Existing Damage, also known as preexisting 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.

Paragraph (3) above does not apply, for the same loss, to a reopened claim or a supplemental claim described under Loss Conditions Part R., Claim, Supplemental Claim, Or Reopened Claim.

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

This provision applies to all coverages in this policy.

- **HH.**In the Causes Of Loss Basic Form **CP 10 10**, the following exclusions are added to **B.1**. Exclusions are added:
  - k. Rust, smog, decay, or other corrosion.
  - I. Wear, tear, marring, deterioration.
  - m. Inherent vice or latent defect.
  - **n. Fire, lightning**, explosion, aircraft damage or vehicular damage, riot or civil commotion, vandalism, burglary or theft.
  - **o. Smoke** from agricultural smudging or industrial operations or sudden and accidental damage from smoke.
  - **p. 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.

# q. Neglect

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

r. 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 14 20**.

- s. Nesting or infestation, or discharge or release of waste products or secretions, by any animals or creatures in r. above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:
  - (1) Fire; or
  - (2) Explosion;

as covered under Covered Cause of Losses A.1. and A.3. in Form CP 10 10.

- t. Animals or creatures in r. above, owned or kept by an any insured except this exclusion will not apply when the ensuing loss to the property is:
  - (1) Fire; or
  - (2) Explosion;

as covered under Covered Cause of Losses A.1. and A.3. in Form CP 10 10.

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

#### v. 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 they did not commit or conspire to commit the act causing the loss.

## w. 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.

#### x. Governmental Action

Seizure or destruction of property by order of governmental authority.

- **y.** 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 y.(1), (2) or (3) above, any ensuing loss to Covered Property and caused by a Covered Cause of Loss which is not otherwise excluded or accepted in this policy is covered.

- II. In the Causes Of Loss Basic Form CP 10 10, exclusion B.2.c. is deleted and replaced by the following:
  - c. 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.

In no event will we pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of time, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion.

- **JJ.** In the Causes Of Loss Basic Form **CP 10 10**, the following exclusion under **B.2.** Exclusions is added:
  - g. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires including loss to a tube, transistor or similar electronic component.
- **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.
- 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

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.

- 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.
- 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 90 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.

#### ADDITIONAL 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

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

a. 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;

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

 n. 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, **n.**, 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;

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

- **p.** Vehicles or self-propelled machines (including watercraft and hovercraft, and their parts and accessories) that:
  - (1) Are required to be licensed for use on public roads or waterways; or

(2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- **(b)** Vehicles or self-propelled machines, other than autos, you hold for sale;
- **(c)** Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers:

The following is added to Property Not Covered, section **A.2.**:

- 1. Covered Property does not include:
  - **a.** Awnings or canopies of fabric or slat construction, including their supports;
  - **b.** Brick, metal, stone, or concrete chimneys or stacks not forming part of a building, or metal smokestacks:
  - c. Crop silos and their contents;
  - **d.** Diving towers, or platforms, including their appurtenances; unless specifically scheduled in the Declarations;
  - e. Swimming pools, hot tubs or jacuzzis, including their decking, pumps and pump housing; unless specifically scheduled in the Declarations:
  - f. Waterwheels, windmills, wind pumps or their towers;
  - g. Tennis Courts;
  - h. Glass which is not part of a building or structure;
  - i. Metal in ingots, pigs, billets or scraps;
  - j. Ores, gravels, clay or sand;
  - k. Property stored in open yards;

- I. Vending machines or their contents;
- m. Radio or television antennas or aerials, satellite dish (including lead-in wiring, masts or towers and their supports);
- Any structure including the business personal property contained within or on the structure, located in whole or in part over water;
- 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 card;
- p. 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, nonfungible tokens or any other type of electronic currency or token; or
- q. 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 **q.** 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 q.(1) above does not apply if the aircraft, model aircraft, hobby aircraft or drone, is under power or in flight.
- **2.** The following property is not covered if loss or damage is caused by Windstorm Or Hail:
  - a. The following property is not covered if loss or damage is caused by Windstorm Or Hail:
  - **b.** Any structure or attachment, whether attached or separate from the covered building, where:
    - (1) The structure's roof coverings are of:
      - i. Screen:
      - ii. Fabric;
      - iii. Thatch:
      - iv. Lattice:

- v. Slats; or
- vi. Similar material; or
- (2) The structure's exterior wall coverings are of:
  - i. Fabric:
  - ii. Thatch;
  - iii. Lattice;
  - iv. Slats; or
  - v. Similar material;
- c. Greenhouses:
- d. Glasshouses;
- e. Hothouses;
- f. Slathouses;
- g. Trellises;
- h. Chickees;
- i. Gazebos;
- j. Pergolas;
- k. Tiki huts; or
- I. Similar structures; or
- m. Business Personal Property contained within or on these structures.