

KIMBERLY CARRINGTON  
MCGRIFF INSURANCE SERVICES, INC  
12485 28TH STREET NORTH, SECOND FLOOR  
ST. PETERSBURG, FL 33716

PLACIDO GARDENS CONDO ASSOCIATION, INC.  
24701 US HIGHWAY 19 N STE 102  
C/O AMERI-TECH COMMUNITY MANAGEMENT INC.  
CLEARWATER, FL 33763-4086



MCGRUFF INSURANCE SERVICES, INC  
12485 28TH STREET NORTH, SECOND FLOOR  
ST. PETERSBURG FL 33716



## Renewal Premium Invoice

Invoice date: January 25, 2025

BILLED TO:

PLACIDO GARDENS CONDO ASSOCIATION, INC.  
24701 US HIGHWAY 19 N STE 102  
C/O AMERI-TECH COMMUNITY MANAGEMENT INC.  
CLEARWATER, FL 33763-4086

### Invoice Summary

<b>Amount Due</b>	\$11,100.00
<b>Payment Due</b>	March 26, 2025
<b>Current Payment Plan</b>	Full Pay

See reverse side for payment options

### Policy Information

Insured: Placido Gardens Condo Association, Inc.  
Primary address: 4435 1ST ST NE  
ST PETERSBURG, FL 33703-4939

**Policy number:** 12398239 **Term:** 2  
**Policy period:** 03/26/25 to 03/26/26  
**Renewal premium:** \$11,100.00



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

McGriff Insurance Services, Inc  
850-386-2143  
(address at top of page)



### Payment Plans At-a-Glance

	Initial Payment	Installment	Installment	Installment
Quarterly*	\$4442	\$2219	\$2219	\$2220
Semiannual*	\$6662		\$4438	
Payment Due	03/26/25	06/26/25	09/26/25	12/26/25

\*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.



Please detach and submit this portion with your payment.



Payment Due: March 26, 2025  
Policy Number: 12398239 Term: 2  
Insured: Placido Gardens Condo 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 \$11,100.00**

Total Payment Enclosed

\$

1239823990262109185526000011100005



## Payment Options

**Pay Online\*\***

See [www.citizensfla.com/payments](http://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

\*\*Checking and saving account ACH payments only.

### 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.

## Acknowledgement of Potential Surcharge and Assessment Liability

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

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

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

Citizens Property Insurance Corporation

### POLICYHOLDER ASSESSMENT EXAMPLE

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

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

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

Notes:

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

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## Notice of Change in Policy Terms

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

### Commercial Residential Multiperil

#### **DECLARATIONS**

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

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

#### **FLORIDA CHANGES, form CIT CR 01 25 10 24**

This form changes other provisions in other forms in your policy. The following changes in this form are made:

- Part A. - The policy is amended to express outdoor furniture is not covered if loss or damage occurs during a “hurricane”, unless the loss or damage to the furniture occurs while the furniture is located in an enclosed building.

- **Part C. - A new Reasonable Measures To Protect the Property provision is introduced limiting emergency measure payment to protect each building from further damage, including but not limited to temporary repairs, tarping, shrink wrap, water mitigation, board-up of that building and similar measures, to the greater of \$15,000 or 3% of the corresponding separate building's Limit Of Insurance.**
- **Parts E. and F. - The policy is amended to limit the coverage extension to property located in the State of Florida.**
- **Part H. - Appraisal is amended to require both parties agree in writing to appraise the loss, before the appraisal process begins. The term "formal" is deleted and "The Appraisal Award shall not include any permanent repairs completed prior to our Appraisal inspection and we shall not be responsible for payment of any such repairs as part of an Appraisal Award." is added.**
- **Part I. - A duty is added to provide us, at our request, with an unedited copy of all recordings and photographs, including but not limited to, video recordings, audio recordings and photographs, taken by the insured(s) or their representative of inspections initiated by us under the policy.**
- **Part K. - A private cause of action against us clause is deleted.**
- **Part W. - The "Adjustment Of Limits And Amounts" condition is amended to better express the policy's coverage limits may be adjusted at renewal and are not guaranteed to be adequate to repair or replace property.**
- **Part CC. - Causes of Loss-Basic Form CP 10 10, paragraph A.4.c. is deleted and replaced by "c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sleet, sand, or dust, whether driven by wind or not, unless the direct force of wind or hail first damages the building or structure causing an opening in the roof or wall and the rain, snow, sleet, sand, or dust enters through this opening."**
- **Part LL. - The Neglect exclusion is amended to "Neglect. Neglect to use all reasonable means to save and preserve property at and after the time of loss."**

- Part LL. - A Professional Services exclusion is added expressing “Any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss, rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any insured or any representative acting on your or any insured’s behalf.”
- Part OO. - A Recordings provision is added stipulating “At our request, provide us with an unedited copy of all recordings and photographs, including but not limited to, video recordings, audio recordings and photographs, taken by you or your representative of inspections initiated by us under the policy.”

**Florida Changes – Residential Condominium Associations, form CIT 01 91 10 24**

- The form is amended to express property that is the unit owner’s insurance responsibility and the property that is a condominium association’s insurance responsibility.

**Florida Changes – Cancellation And Nonrenewal, form CIT 02 55 10 24**

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

- The cancellation receivership provision is amended to stipulate when a policy has been in effect for 60 days or less, we may immediately cancel the policy for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631.
- The Nonrenewal condition is amended to disclose approved surplus line insurers may assume or may take out policies from Citizens.



**Windstorm Or Hail Exclusion, form CIT 10 54 10 24**

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

- The term “sleet” is added.

***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:** 12398239 - 2      **POLICY PERIOD FROM** 03/26/2025      **TO** 03/26/2026

at 12:01 a.m. Eastern Time

**Transaction:** RENEWAL

Item	Prior Policy Information	Amended Policy Information
Locations and Buildings		
1: 4435 1ST ST NE		
1: 3 Story 36 Unit Fire Resistive Condo		
Coverages		
Building Coverage		
Limit	6,845,000	6,981,900
Most Recent Inflation Amount Ext		6981900.00
Most Recent Inflation Amt TRC Ext		6981900.00
Inflation Factor Override Ext	Yes	No
Building Coverage: Total Replacement Cost	\$6,845,000	\$6,981,900
Building Hurricane Deductible Amount	\$342,250	\$349,095

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.



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY ST  
JACKSONVILLE FL 32202

## COMMERCIAL PROPERTY POLICY DECLARATIONS

<b>POLICY NUMBER:</b> 12398239 - 2	<b>POLICY PERIOD FROM</b> 03/26/2025 <b>TO</b> 03/26/2026 at 12:01 a.m. Eastern Time
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<b>Transaction:</b> RENEWAL	CR-M
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<b>Pay Plan:</b> Citizens Full Pay	<b>Bill:</b> Insured Billed
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<b>Named Insured and Mailing Address</b> Placido Gardens Condo Association, Inc. 24701 US HIGHWAY 19 N STE 102 C/O AMERI-TECH COMMUNITY MANAGEMENT INC. CLEARWATER, FL 33763-4086	<b>Agent</b> KIMBERLY CARRINGTON McGriff Insurance Services, Inc 12485 28TH STREET NORTH, SECOND FLOOR ST. PETERSBURG, FL 33716	<b>Fl. Agent Lic. #</b> A041643
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<b>Telephone:</b> 727-726-8000	<b>Telephone:</b> 727-327-7070
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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
<b>COMMERCIAL PROPERTY COVERAGE</b>	\$10,788.00
<b>Required Additional Charges:</b>	
Emergency Management Preparedness and Assistance Trust Fund (EMPA)	\$4.00
2023-A Florida Insurance Guaranty Association (FIGA) Emergency Assessment	\$108.00
State Fire Marshal Regulatory Surcharge	\$11.00
Tax-Exempt Surcharge	\$189.00
<b>TOTAL:</b>	\$11,100.00

The portion of your premium for

Hurricane Coverage is: \$1,992.00

Non - Hurricane Coverage is: \$8,796.00

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

**Authorized By:** KIMBERLY CARRINGTON

**Issued Date:** 01/25/2025

**Countersigned:** 01/25/2025

**BY:**

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



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY ST  
JACKSONVILLE FL 32202

## COMMERCIAL PROPERTY POLICY DECLARATIONS

Policy Number: 12398239 - 2

Effective Date: 03/26/2025 to 03/26/2026

Insured Name: Placido Gardens Condo Association, Inc.

<b>LOCATION NO. 1</b>		<b>BUILDING OR SPECIAL CLASS ITEM NO. 1</b>		<b>CSP Code: 0333</b>		
<b>BUSINESS DESCRIPTION:</b> Condominiums -residential (association risk only) - without mercantile occupancies -Over 30 units						
<b>DESCRIPTION OF PREMISES</b>		1: 4435 1ST ST NE		3 Story 36 Unit Fire Resistive Condo		
<b>Location Address</b> 4435 1ST ST NE ST PETERSBURG, FL 33703-4939		<b>Group I Construction</b> Modified Fire Resistive <b>Group I Territory</b> St Petersburg (City of)		<b>Group II Construction</b> AA <b>Group II Territory</b> Seacoast Zone 3		<b>Protection Class</b> 1 <b>Coastal Territory</b> None
						<b>BCEGS Grade</b> Ungraded <b>No. of Units</b> 36
<b>COVERAGES PROVIDED</b> Insurance at the Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown.						
<b>Coverage</b>	<b>Limit Of Insurance</b>	<b>Covered Causes Of Loss</b>	<b>Total Replacement Cost</b>	<b>Rates</b>	<b>Premium</b>	<b>First Loss</b>
Building (Bldg)	\$6,981,900	Basic	\$6,981,900	Class	\$10,681.00	N/A
					FHCF Build-Up Premium:	\$107
Your coverage limits have been adjusted for inflation.						
<b>OPTIONAL COVERAGES</b> Applicable Only When Entries Are Made In The Schedule Below						
<b>Coverage</b>	<b>Premium</b>		<b>Replacement Cost</b>			
			<b>Building</b> Yes			
			<b>Business Personal Property</b>			
<b>DEDUCTIBLE</b>						
<b>All Other Perils Deductible</b>		<b>Calendar Year Hurricane Percentage Deductible</b>				
\$5,000		Deductible Percentage (Deductible Amount) Bldg: 5% (\$349,095)				
<b>WINDSTORM MITIGATION FEATURES</b>						
<b>Terrain</b> B	<b>Year Built</b> 1968	<b>Roof Cover</b> Reinforced Concrete Roof Deck	<b>Roof Deck</b> Reinforced Concrete Roof Deck	<b>Roof-Wall Connection</b> N/A	<b>SWR</b> N/A	
<b>Building Type</b> Type I	<b>Roof Shape</b> Flat	<b>Opening Protection</b> None	<b>FBC Wind Speed</b> N/A	<b>FBC Wind Design</b> N/A		
*A premium adjustment of \$ 9,472.00 is included to reflect building code enforcement and the building's wind loss mitigation features or construction techniques that exist. Adjustments range from a 1% surcharge to a 65% credit.						
<b>Mortgageholder(s) &amp; Other Policyholder Interest(s) – See Policy Interest Schedule.</b>						
<b>PREMIUM: \$10,788.00</b>						



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY ST  
JACKSONVILLE FL 32202

## COMMERCIAL PROPERTY POLICY DECLARATIONS

**Policy Number:** 12398239 - 2

**Effective Date:** 03/26/2025 to 03/26/2026

**Insured Name:** Placido Gardens Condo 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**

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

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



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY ST  
JACKSONVILLE FL 32202

## COMMERCIAL PROPERTY POLICY DECLARATIONS

**Policy Number:** 12398239 - 2

**Effective Date:** 03/26/2025 to 03/26/2026

**Insured Name:** Placido Gardens Condo Association, Inc.



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY ST  
JACKSONVILLE FL 32202

**COMMERCIAL PROPERTY POLICY  
FORMS AND ENDORSEMENTS SCHEDULE**

<b>POLICY NUMBER</b>	<b>12398239 - 2</b>	<b>POLICY PERIOD FROM</b>	<b>03/26/2025</b>	<b>TO</b>	<b>03/26/2026</b>
at 12:01 a.m. Eastern Time					

**Named Insured** Placido Gardens Condo Association, Inc.

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

Location No.	Building No.	Form No.	Edition Date	Description
ALL	ALL	CP 01 40	07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
ALL	ALL	CIT 14 20	12 23	ADDITIONAL PROPERTY NOT COVERED
ALL	ALL	CIT CR 01 25	10 24	FLORIDA CHANGES
ALL	ALL	CIT 01 91	10 24	FLORIDA CHANGES - RESIDENTIAL CONDOMINIUM ASSOCIATIONS
ALL	ALL	CIT 03 23	12 23	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
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	10 24	TABLE OF CONTENTS -CONDOMINIUM ASSOCIATION
ALL	ALL	CIT 02 55	10 24	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
ALL	ALL	CIT 01 75	07 23	FLORIDA CHANGES - LEGAL ACTION AGAINST US
ALL	ALL	CP 10 10	06 07	CAUSES OF LOSS - BASIC FORM
1	ALL	CP 00 17	06 07	CONDOMINIUM ASSOCIATION COVERAGE FORM

Issued Date: 01/25/2025

First Named Insured Copy

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CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY ST  
JACKSONVILLE FL 32202

**COMMERCIAL PROPERTY POLICY**  
**POLICY INTEREST SCHEDULE**

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<b>POLICY NUMBER</b>	<b>12398239 - 2</b>	<b>POLICY PERIOD FROM</b>	<b>03/26/2025</b>	<b>TO</b>	<b>03/26/2026</b>
at 12:01 a.m. Eastern Time					

**Named Insured**      Placido Gardens Condo Association, Inc.

<b>Location No.</b>	<b>Building No.</b>	<b>Interest Type</b>	<b>Name and Mailing Address</b>
No Additional Interests.			

Issued Date: 01/25/2025

First Named Insured Copy

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## 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number</li> <li>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth, and occupation</li> <li>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information</li> <li>- Credit card or bank account information</li> <li>- Mortgage information</li> <li>- Information from your visits to <a href="http://www.citizensfla.com">www.citizensfla.com</a></li> </ul> <p>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice.</p>
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?
<b>For our everyday business purposes</b> – We share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law.	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	No	We don't share.
<b>For joint marketing with other financial companies</b>	No	We don't share.
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	No	We don't share.
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share.
<b>For nonaffiliates to market to you</b>	No	We don't share.
Questions?	Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to <a href="http://www.citizensfla.com">www.citizensfla.com</a>	

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

### Notice of Collection and Use of Social Security Numbers

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

### Table of Laws and Regulations

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

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

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

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

**A. Paragraphs A.1. to A.6. in the Cancellation condition of the Common Policy Conditions (Form IL 00 17) are deleted and replaced by the following:**

**1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.**

**2. Cancellation For Policies In Effect 60 Days Or Less**

**a. If this policy has been in effect for 60 days or less, we may cancel this policy by delivering to the first Named Insured, mailing to the first Named Insured, or “electronically transmitting” to the first Named Insured, written notice of cancellation, accompanied by the specific reasons for cancellation, at least:**

**(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**

**(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:**

**(a) A material misstatement or misrepresentation; or**

**(b) A failure to comply with underwriting requirements established by the insurer.**

**b. When this Policy has been in effect for 60 days or less, we may immediately cancel this policy that, prior to the date of application, the risk was most recently insured by an insurer that has been placed in receivership under Chapter 631 for misrepresentation or failure to comply with underwriting requirements established by us before effectuation of coverage.**

**c. We may not cancel:**

**(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or**

**(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.**

**3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.**

Proof of mailing or “electronic transmittal” is sufficient proof of notice.

**4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.**

**5. Cancellation For Policies In Effect For More Than 60 Days**

**a. If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:**

**(1) Nonpayment of premium;**

**(2) The policy was obtained by a material misstatement;**

**(3) There has been a failure to comply, within 60 days after the effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;**

**(4) There has been a substantial change in the risk covered by the policy;**

**(5) The cancellation is for all insureds under such policies for a given class of insureds;**

- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- b. If we cancel this policy for any of these reasons, we will mail, deliver, or "electronically transmit", to the first Named Insured, written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if:
    - (a) Cancellation is for one or more of the reasons stated in **5.a.(2)** through **5.a.(7)** above; and
    - (b) This policy does not cover a residential structure or residential property; or
  - (3) 120 days before the effective date of cancellation if:
    - (a) Cancellation is for one or more of the reasons stated in Paragraphs **5.a.(2)** through **5.a.(7)** above; and
    - (b) This policy covers a residential structure or residential property.
- c. If this policy covers a residential structure or residential property, and this policy has been in effect for more than 60 days, we may not cancel on the basis of credit information available in public records.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

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

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

**E. The following is added:**

**NONRENEWAL**

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

If we nonrenew a policy pursuant to **1.b.(1)** or **1.b.(2)** above, we will also notify any additional named insured shown in the Policy Interest Schedule of your Declarations at their mailing address shown in the Schedule.
  - c. For all other nonrenewals, 120 days prior to the expiration of the policy.
  - 2. Any notice of nonrenewal will be delivered to the first Named Insured, mailed to the first Named Insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first Named Insured.
- If notice is mailed or "electronically transmitted", proof of mailing or "electronic transmittal" is sufficient proof of notice.

3. We may refuse to renew this policy if we, or the Florida Market Assistance Program (FMAP), obtain an offer, from an authorized insurer or by an approved surplus lines insurer, to cover the property described in the Declarations, at approved rates.

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

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

4. We may not refuse to renew this policy:

- a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b. On the basis of filing of claim(s) for "sinkhole loss"; unless:
  - (1) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the affected "principal building"; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based; or
- c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured

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

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

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

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

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

- b. We may cancel or nonrenew the policy prior to the repair of the residential structure or residential property for any of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Material misstatement or fraud related to the claim;
  - (3) We determine that you have unreasonably caused a delay in the repair of the residential structure or residential property; or
  - (4) We have paid the policy limits.

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

- c. The cancellation notice or nonrenewal 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.

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

For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

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

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

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

## FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE  
COMMERCIAL PROPERTY CONDITIONS  
COMMON POLICY CONDITIONS

- A. Coverage A., 1. Covered Property, 1.a. Building,** paragraph **1.a.(4)**, is deleted and replaced by the following:
- (4)** Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
    - (a)** Fire-extinguishing equipment;
    - (b)** Floor coverings;
    - (c)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units; and
    - (d)** Outdoor furniture. However, outdoor furniture is not covered if loss or damage occurs during a "hurricane", unless the loss or damage to the furniture occurs while the furniture is located in an enclosed building;
- B. 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.



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

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

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

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

- (2) The limit in **g.(1)** above is the total limit for all necessary measures, in any one occurrence, taken solely to protect that separate Building, and its Business Personal Property if any, scheduled in the Declarations.
- (3) The coverage under **g.(1)** above does not:
- (a) Increase any Limit of Insurance that applies to the damaged covered property;
  - (b) Relieve you of the duties in case of a loss to covered property, as set forth in Loss Condition **E.3. Duties In The Event Of Loss Or Damage**;
  - (c) Pay for property not covered in this Policy; or
  - (d) Pay for loss excluded or not covered in this Policy.
- (4) If this is a condominium association under form **CP 00 17**, this Additional Coverage **4.g.** does not include any coverage for emergency measures to any individual condominium unit(s) floors, walls, ceiling coverings, built in cabinets, countertops, and other property, that owned by the unit owner, is under the care, custody or control of the unit owner, or is the insurance responsibility of the unit owner.

**D. Coverage Extensions 5.** The first paragraph and the second paragraph are 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:

**E. Coverage Extensions 5.a. Newly Acquired Or Constructed Property**, paragraph **a.(1)** is deleted and replaced by the following:

**(1) Buildings**

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings located in the State of Florida you acquire, at locations other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

**F. Coverage Extensions 5.a. Newly Acquired Or Constructed Property**, paragraph **a.(2)(a)(i)** is deleted and replaced by the following:

- (i) Business personal property located in the State of Florida, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

**G. 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.

**H. 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:

- 1. 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.

**I. 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 when both parties agree in writing to appraise the loss. When the parties agree to appraisal, the appraisal shall be governed by this provision of the policy.

- (1) If you and we fail to agree on the amount of loss, the party making the initial appraisal demand must request appraisal in writing and shall include an estimate of the amount of any dispute that results from the Covered Cause of Loss.

- (2) The 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 commencement of the Appraisal process each party will choose a competent appraiser within 20 days from the date of commencement.

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

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

Both appraisers must sign the written report of agreement.

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

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

- (6) If the two appraisers cannot agree upon an umpire within 15 days, you or we may request that the choice be made 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.
- (7) The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.
- (8) The appraisal award will be in writing, must be provided in a form approved by us, and must be signed by either:
- (a) The two appraisers who have agreed in setting the amount of loss; or
  - (b) The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.

The appraisal award shall include the following:

- (a) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
- (b) The agreed amount of each item, its replacement cost value and corresponding actual cash value;

- (c) Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and

- (d) A statement of "This award is made subject to the terms and conditions of the policy."

- (9) Each party will:

- (a) Pay its own appraiser, including their costs associated with producing the estimate described in **b.(1)** above; and

- (b) Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.

- (10) The Appraisal Award shall not include any permanent repairs completed prior to our Appraisal inspection and we shall not be responsible for payment of any such repairs as part of an Appraisal Award.

- (11) You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.

- (12) If, however, we requested the mediation in **2.a.** above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

- (13) If, however, you or any party other than us requested the mediation in **2.a.** above, we may still demand appraisal.

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

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

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

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

- (1) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (2) As soon as possible, give us or any person authorized to act on our behalf a description of how, when and where the loss or damage occurred.

- (3) Take reasonable emergency measures to protect the Covered Property from further damage, as provided under Additional Coverages **4.g. Reasonable Emergency Measures To Protect The Property**. Keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim.

This will not increase the Limit of Insurance.

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

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

- (4) Keep an accurate record of expenses.
- (5) Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police if a law may have been broken and provide us a copy of the police report.
- (6) Send to us, within 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. At our request, provide us with an unedited copy of all recordings and photographs, including but not limited to, video recordings, audio recordings and photographs, taken by you or your representative of inspections initiated by us under the policy.
- c. The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

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

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

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

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

Paragraph (3) applies only to the following:

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

- L. 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.

M. 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.

N. 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.

O. 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 loss or damage 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. In the Loss Conditions, the following is added:

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

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

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

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

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

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

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

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

- a. The term mortgageholder includes trustee and lienholder.

- W. Additional Condition **Coinsureance** is deleted in its entirety.

- X. In the Additional Conditions, the following is added:

**Adjustment of Limits and Amounts**

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

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

- a. The amounts of coverage are adequate to repair or rebuild any specific building or structure; or
  - b. The amounts of coverage are adequate to repair or replace:
    - (1) Any specific article of business personal property; or
    - (2) All of your business personal property.

- Y. 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.

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

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

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

**"Electronic transmittal"** means:

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

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

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

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

**"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.

**AA.** 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.

**BB. Sinkhole Collapse Coverage Removed.**

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

**CC.** 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.

**DD.**In the Causes Of Loss – Basic Form **CP 10 10**, the Covered Causes Of Loss, paragraph **A.4.c.** is deleted and replaced by the following:

- c.** Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sleet, sand, or dust, whether driven by wind or not, unless the direct force of wind or hail first damages the building or structure causing an opening in the roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.

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

These Exclusions in **B.1.** and **B.2** below apply whether or not the loss event results in widespread damage or affects a substantial area.

**FF.**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.

**GG.**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.

**HH.**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.

**II.** 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.

**JJ.**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 tsunamis, 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).

**KK.**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 or hail or a "hurricane", 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.

**LL.**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 pre-existing damage.

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

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

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

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

**MM.** In the Causes Of Loss – Basic Form **CP 10 10**, the following exclusions are added to **B.1.** Exclusions are added:

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

j. **Wear, tear**, marring, deterioration.

k. **Inherent vice** or latent defect.

l. **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.

**m. Neglect**

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

n. **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 Property Not Covered, paragraph **2.b.**

o. Nesting or infestation, or discharge or release of waste products or secretions, by any animals or creatures in n. 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 Causes Of Loss **A.1.** and **A.3.** in Form **CP 10 10**.

p. Animals or creatures in n. 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 Causes Of Loss **A.1.** and **A.3.** in Form **CP 10 10**.

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

**r. 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.

**s. 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.

**t. Governmental Action**

Seizure or destruction of property by order of governmental authority.

**u. Professional Services**

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

v. 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 Cause 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 v.(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.

**NN.**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.

**OO.**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.

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

**D. Inspections And Surveys.**

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

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

And we do not warrant that conditions:

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

**3. Recordings**

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

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

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

**Renewal Notification**

If we elect to renew this policy, we will let the first Named Insured know, in writing:

1. Of our decision to renew this policy; and

2. The amount of renewal premium payable to us.

This notice will be delivered to the first Named Insured, mailed to the first Named Insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first Named Insured, at least 45 days before the expiration date of this policy.

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

**RR.**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.

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

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

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

3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any insureds or any third parties, have, relating to this insurance:

- a. Made one or more material incorrect statements or representations;
- b. Concealed any material fact or circumstance; or
- c. Engaged in fraudulent conduct.

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

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

**TT.**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".

**UU.**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.**

## **FLORIDA CHANGES – RESIDENTIAL CONDOMINIUM ASSOCIATIONS**

This endorsement modifies insurance provided under the following:

### CONDOMINIUM ASSOCIATION COVERAGE FORM

Building section **A.1.a.** is replaced by the following:

**a.** Building, meaning the building or structure described in the Declarations, including:

- (1) Your additions, alterations and repairs;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance, your materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure;
- (6) Air conditioning and heating equipment, including air conditioning compressors, used to service any part of the building or structure, including individual units and the limited common elements;
- (7) Any other portion of the condominium property outside of individual units, including your improvements, additions and alterations;
- (8) Your fixtures, improvements, additions and alterations that are part of the building or structure and contained within the boundaries of an individual unit; and
- (9) Additional property as described in the Schedule, or in the Declarations.

But Building does not include:

- (1) Floor coverings, wall coverings and ceiling coverings, including but not limited to, baseboards, molding, sills, doors, and other similar items, located within the boundaries of an individual unit and which serve only such unit;
- (2) Electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of an individual unit and which serve only such unit;
- (3) Fixtures, improvements, additions and alterations including but not limited to, baseboards, molding, sills, interior doors, and other similar fixtures, installed or replaced by a unit owner or the tenant of a unit, which are located within the boundaries of an individual unit and which serve only such unit;
- (4) Any personal property within individual units or limited common elements, except as provided in Paragraph **a.(6)** above;

With respect to coverage provided under this Coverage Form, such coverage will be provided for all portions of the condominium property as originally installed or replaced with like kind and quality, in accordance with the original plans and specifications.



With respect to Replacement Cost coverage provided under this Coverage Form, the property described in Paragraph **a.(6)** of this endorsement is not considered to be the personal property of others.

With respect to coverage provided under this Coverage Form, we waive our rights to recover payment from any unit owner of the Condominium Association that is shown in the Declarations.

With respect to coverage provided under this Coverage Form, a unit owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

When the **Causes Of Loss-Windstorm Or Hail Form** is made part of this policy, coverage provided under this Coverage Form does not cover any loss to the Condominium Association by reason of a deductible incurred by or applied to it under other insurance covering the same loss or by reason of the failure by the Condominium Association to obtain other insurance.

All other provisions of this policy apply.