

FORMS – APPROVED

JULY 18, 2018

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY)	LI-AG-2018-003
BUSINESSOWNERS	LI-BP-2018-059
COMMERCIAL PROPERTY	LI-CF-2018-080
FARM	LI-FR-2018-018
CAPITAL ASSETS PROGRAM (OUTPUT POLICY)	LI-OP-2018-003

FLORIDA MEDIATION OR APPRAISAL CONDITION REVISIONS APPROVED

KEY MESSAGE

Multiple monoline forms filings revising Florida-specific endorsements relating to the mediation or appraisal condition for various commercial lines of business in response to 2018 Fla. Laws ch. __ (former H.B. 465) have been approved.

Affected lines: AG, BP, CF, FR, OP

Rating Software Impact: Revised forms

BACKGROUND

In circular [LI-AG-2018-002](#), et al, we informed you that in response to 2018 Fla. Laws ch. __ (former H.B. 465), we submitted monoline filings, in which we revised the Mediation Or Appraisal conditions to provide that either the first named insured, the third-party assignee of benefits under the policy or the insurer may request a mediation of a dispute regarding a claim, for the following lines of business: Agricultural Capital Assets (Output Policy), Capital Assets Program (Output Policy), Businessowners, Commercial Property and Farm.

INSURANCE DEPARTMENT ACTION

The Florida Office of Insurance Regulation has approved filings [BP-2018-OMAC1](#), [CF-2018-OMAC1](#), [FR-2018-OMAC1](#), [OP-2018-OMAC1](#) and [OP-2018-OMAC2](#) as submitted.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies effective on or after November 1, 2018.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Florida Office of Insurance Regulation.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Florida Office of Insurance Regulation.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Florida Office of Insurance Regulation on this revision, you should refer to ISO Filing Designation Numbers and Florida Office of Insurance Regulation Numbers shown below, NOT this circular number.

BP-2018-OMAC1	FLOIR# FCC 18-06628
CF-2018-OMAC1	FLOIR# FCC 18-06615
FR-2018-OMAC1	FLOIR# FCC 18-06618
OP-2018-OMAC1	FLOIR# FCC 18-06620
OP-2018-OMAC2	FLOIR# FCC 18-06622

Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- New edition dates of existing form numbers are being introduced.

POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2017-074](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 11-18 (or the earliest possible subsequent date), along with any new and/or revised forms.

REFERENCE(S)

- [LI-AG-2018-002/LI-BP-2018-043/LI-CF-2018-070/LI-FR-2018-012/LI-OP-2018-002](#) (05/30/2018) Florida Mediation Or Appraisal Conditions Revised
- [LI-AG-2018-001/LI-BP-2018-029/LI-CF-2018-052/LI-DP-2018-034/LI-FR-2018-008/LI-HO-2018-043/LI-OP-2018-001/LI-PA-2018-091/LI-PM-2018-010](#) (04/16/2018) Florida Former H.B. 465 Under Review
- [LI-CL-2017-074](#) (11/20/2017) Revised Lead Time Requirements Listing

ATTACHMENT(S)

Final copies of [AG 01 10 11 18](#), [BP 06 24 11 18](#), [FP 01 09 11 18](#) and [IL 01 12 11 18](#)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

- A.** The following provision applies when a Coinsurance percentage is shown in the Declarations:

Florida law states as follows:

Coinsurance contract: The rate charged in this Policy is based upon the use of the coinsurance clause attached to this Policy, with the consent of the Insured.

- B.** The following is added:

If loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intracoastal Waterway in the Counties of:
 - a. Indian River; and
 - b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

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

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

- C.** 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 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-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.

D. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed as indicated in Paragraphs **D.1.** and **D.2.**, and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **E.**

1. Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion.
 2. This Coverage Part 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.
- E.** The following is added to this Coverage Part as a Covered Cause of Loss and is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse:

Catastrophic Ground Cover Collapse

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

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. "Structural damage" to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

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.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do 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.

- F.** The following replaces the second paragraph of the **Legal Action Against Us** Condition:

Legal action against us involving direct physical loss or damage to property must be brought within five years from the date the loss occurs.

G. Cancellation

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

- a. If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering 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. 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.

2. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 5. 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 the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

3. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

- a. If this Policy has been in effect for more than 90 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) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date 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;

- (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; or

- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

- b. If we cancel this Policy for any of these reasons, we will mail or deliver 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 Paragraphs **7.a.(2)** through **7.a.(7)** above, and this Policy does not cover a residential structure or its contents; or

- (b) Cancellation is based on the reason stated in Paragraph **7.a.(8)** above;

- (3) 120 days before the effective date of cancellation if:

- (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and

- (b) This Policy covers a residential structure or its contents.

- c. If this Policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this Policy based on credit information available in public records.

H. The following is added:

Nonrenewal

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, 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 its contents, or if nonrenewal is for the reason stated in Paragraph **H.5.**; or
 - b. 120 days prior to the expiration of the Policy if this Policy covers a residential structure or its contents.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. 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 claims for Sinkhole Loss. However, we may refuse to renew this Policy if:
 - (1) The total of such property insurance claim payments for this Policy equals or exceeds the Policy limits in effect on the date of loss for covered property damage to the building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - 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 property.
4. Notwithstanding the provisions of Paragraph **H.3.**, we may refuse to renew this Policy if this Policy includes Sinkhole Loss coverage. If we nonrenew this Policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes Catastrophic Ground Cover Collapse Coverage.

5. Notwithstanding the provisions of Paragraph **H.3.**, we may refuse to renew this Policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

I. 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 its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph **I.1.b.**, we may not cancel or nonrenew the Policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the Policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
 - b. We may cancel or nonrenew the Policy prior to restoration of the structure or its contents 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 structure; or
 - (4) We have paid the Policy limits.If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.
2. With respect to a policy covering a residential structure or its contents, 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 may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph I.2., a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

- J. With respect to a loss to Covered Property under "Dwellings" and Household Personal Property, the following replaces the **Appraisal** Condition:

Mediation Or Appraisal

1. If we and either the first Named Insured or a third party who is an assignee of benefits under the Policy are engaged in a dispute regarding a claim, either the first Named Insured, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

- a. The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or

- b. We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.

2. If we and you disagree on the value of the property or the amount of loss, either may request an appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is 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, if we:

- a. Requested mediation and either we or the first Named Insured rejected the mediation result; or
- b. Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program.

- K. With respect to the coverages provided under Leasehold Interest Coverage Endorsement **AG 04 12**, if attached to the Policy, the following condition replaces the **Cancellation** Common Policy Condition and the **Cancellation** Condition in **AG 04 12**:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4. Notice of cancellation will state the effective date of cancellation. The Policy will end on that date.
- 5. If this Policy is cancelled, we will send the Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.
- 6. If this coverage is cancelled, we will calculate the earned premium by:
 - a. Computing the average of the "net leasehold interest" at the:
 - (1) Inception date; and
 - (2) Cancellation date; of this coverage.
 - b. Multiplying the rate for the period of coverage by the average "net leasehold interest".
 - c. If we cancel, we will send you a premium refund based on the difference between the:
 - (1) Premium you originally paid us; and
 - (2) Proportion of the premium calculated by multiplying the amount in Paragraph a. times the rate for the period of coverage for the expired term of the Policy.
 - d. If you cancel, your refund may be less than the refund calculated in Paragraph c.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- L. The following applies to the **Additional Coverage – Civil Authority** under the Business Income And Extra Expense Coverage:
 - 1. The Additional Coverage – Civil Authority includes a requirement that the "covered location(s)" are not more than one mile from the damaged property. With respect to a "covered location" located in Florida, such one-mile radius does not apply.
 - 2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to a "covered location" located in Florida, such four-week period is replaced by a three-week period.
- 3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.
- M. The following provisions are added to the **Duties In The Event Of Loss Or Damage** Loss Condition:
 - (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)
 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.
 - (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.
- N. The following definition of structural damage is added with respect to the coverage provided under this endorsement:

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

 - 1. 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 represent a safety hazard as defined within the Florida Building Code;

2. 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 exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
3. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. 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 shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – MEDIATION OR APPRAISAL (COMMERCIAL RESIDENTIAL PROPERTY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The provisions of this endorsement apply to the coverage provided under **Section I – Property**. With respect to a loss to commercial residential property, Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

2. Mediation Or Appraisal

- a. If we and either the first Named Insured or a third party, who is an assignee of benefits under the Policy, are engaged in a dispute regarding a claim, either the first Named Insured, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

- (1) The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or
 - (2) We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.
- b. If we and you disagree on the value of the property or the amount of loss, either may request an appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - (1) Pay its chosen appraiser; and

- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is 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, if we:

- (1) Requested mediation and either we or the first Named Insured rejected the mediation result; or
- (2) Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

A. Under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Farm Property – Farm Personal Property Coverage Form, Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form and the Livestock Coverage Form, the following statement is added in compliance with Florida law, and pertains to:

1. Item **B.1.c.** under **Coverage A – Loss Condition – Valuation**, which applies to Coverages **A** and **B** of the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form;
2. Item **B.2.**, Coinsurance, under the Coverage **F** Loss Conditions of the Farm Property – Farm Personal Property Coverage Form;
3. Item **B.3.b.(3)** under **Coverage G – Loss Conditions – Valuation – Property Other Than Improvements And Betterments** of the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form; and
4. Item **1.** under General Condition **1.** of the Livestock Coverage Form.

Coinsurance contract: The rate charged in this Policy is based upon the use of the coinsurance clause attached to this Policy, with the consent of the insured.

B. The following is added to the Causes Of Loss Form – Farm Property:

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

1. Broward County;
2. Miami-Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and

6. All the areas east of the west bank of the Intracoastal Waterway in the counties of:

- a. Indian River; and
- b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

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

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine the amount of the Windstorm or Hail Deductible.

C. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed as indicated in Paragraphs **C.1.** through **C.5.**; and coverage for **Catastrophic Ground Cover Collapse** is added instead as set forth in Paragraph **D.**

1. In the Causes Of Loss Form – Farm Property, Sinkhole Collapse is deleted from the Covered Causes Of Loss – Basic and Causes Of Loss – Broad, and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
2. In the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, sinkhole collapse is deleted from the "specified causes of loss".
3. In the Mobile Agricultural Machinery And Equipment Coverage Form, sinkhole collapse is deleted from the "specified causes of loss" and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.

4. In the Livestock Coverage Form, **Sinkhole Collapse** is deleted from the Covered Causes Of Loss and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.

5. If the Livestock – Additional Causes Of Loss Endorsement is made a part of your policy, sinkhole collapse is deleted from the Additional Coverage – Collapse in that endorsement.

Further, this Coverage Part 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.

D. The following is added:

1. To this Coverage Part as a Covered Cause of Loss. With respect to the Livestock Coverage Form, reference to loss means "loss" as defined in that Coverage Form; and
2. As a "specified cause of loss" in the:
 - a. Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions; or
 - b. Mobile Agricultural Machinery And Equipment Coverage Form.

However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. "Structural damage" to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

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.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do 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.

E. The **Appraisal** Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions is replaced by the following with respect to loss to Covered Property under Coverages **A** and **B** of the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

Mediation Or Appraisal

1. If we and either the first Named Insured or a third party, who is an assignee of benefits under the Policy, are engaged in a dispute regarding a claim under this Coverage Form, either the first Named Insured, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

- a. The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or
 - b. We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.
2. If we and you disagree on the value of the property or the amount of loss, either may request an appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
- a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is 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, if we:

- a. Requested mediation and either we or the first Named Insured rejected the mediation result; or

- b. Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program.

F. The following are added to the **Duties In The Event Of Loss (Or Damage)** Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and Mobile Agricultural Machinery And Equipment Coverage Form:

- (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

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 Coverage Form under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

G. The following are added to the **Duties In The Event Of Loss** Loss Condition in the Livestock Coverage Form:

- (1) A claim, supplemental claim or reopened claim for "loss" caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered "loss". (Supplemental claim or reopened claim means an additional claim for recovery from us for "loss" from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

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 Coverage Form under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

H. Item e. of the Loss Payment Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions 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;
- (3) Within 90 days of receiving notice of an initial, reopened, or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-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.

I. Item f. of the Loss Payment Condition in the Mobile Agricultural Machinery And Equipment Coverage Form and Item f. of the Loss Payment Condition in the Livestock Coverage Form are replaced by the following. With respect to the Livestock Coverage Form, reference to loss means "loss" as defined in that Coverage Form.

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

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
- (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.

J. The following definition of structural damage is added with respect to the coverage provided under this endorsement.

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

1. 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 represent a safety hazard as defined within the Florida Building Code;
2. 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 exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

4. 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
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – MEDIATION OR APPRAISAL (COMMERCIAL RESIDENTIAL PROPERTY)

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM (COMMERCIAL PROPERTY COVERAGE PART)
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
 STANDARD PROPERTY POLICY

With respect to a loss to commercial residential property, the following replaces the **Appraisal Condition**:

Mediation Or Appraisal

A. If we and either the first Named Insured or a third party who is an assignee of benefits under the policy are engaged in a dispute regarding a claim, either the first Named Insured, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that the first Named Insured requests. If the dispute is mediated, the settlement in the course of mediation is binding only if both parties agree, in writing, on a settlement, and the first Named Insured has not rescinded the settlement within three business days after reaching settlement. The first Named Insured may not rescind the settlement after cashing or depositing the settlement check or draft we provided to the first Named Insured.

We will pay the cost of conducting the mediation conference. However, if:

1. The first Named Insured fails to appear at the mediation conference and the first Named Insured wishes to schedule a new conference after failing to appear, then the new conference will be scheduled only upon payment by the first Named Insured of a sum equal to the fees we paid for the mediation conference at which the first Named Insured failed to appear. This sum will then be applied to the cost of the rescheduled mediation conference, and we will pay the balance, if any, of the cost of conducting the rescheduled mediation conference; or
 2. We fail to appear at a mediation conference without good cause, we will pay the actual cash expenses the first Named Insured incurs in attending the mediation conference and also pay the total cost of the rescheduled mediation conference.
- B.** If we and you disagree on the value of the property or the amount of loss, either may request an appraisal of the loss, in writing. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is 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, if we:

1. Requested mediation and either we or the first Named Insured rejected the mediation result; or
2. Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program.