**ENDORSEMENT**

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE FORM

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE PART

1. 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.

The PROPERTY COVERAGE FORM is hereby amended as follows:

1. Section **VI. EXCLUSIONS,** paragraph **B.** is deleted in its entirety and replaced by:
2. Delay, loss of use, or loss of market, except as provided by:
   1. Section IV. SUPPLEMENTAL COVERAGES, Paragraph A., subparagraph 5. Extra Expense; or
   2. As specifically provided by the BUSINESS INCOME AND EXTRA EXPENSE COVERAGE PART, when such form is attached to and forms a part of this policy.
3. The following is added:

If windstorm is a **Covered Cause of Loss** and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies 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:
     1. Indian River; and
     2. 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:

* 1. The amount of the Windstorm or Hail Deductible; or
  2. The value of Covered Property when applying the Coinsurance Condition.

1. Section **IX. LOSS CONDITIONS,** paragraph **B.** **Loss Payment**, subparagraphs 2. and 6. are deleted in their entirety and replaced by:

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

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

2. Within thirty (30) days after **we** receive the sworn proof of loss and:

* + - * 1. There is an entry of a final judgment; or
        2. 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.

1. Section **IX. LOSS CONDITIONS,** paragraph **K.** **Appraisal** is to include the following:

In the event of a written demand for an appraisal, participation in such appraisal process is voluntary for either party.

1. Section **X. GENERAL CONDITIONS,** paragraph **D.** **Legal Action Against** **Us** is deleted in its entirety and replaced by:

**D.** **Legal Action Against** **Us**

No one may bring legal action against **us** under this Policy unless:

1. There has been full compliance with all of the terms of this Policy; and

2. The action is brought within five (5) years after the date on which the direct physical loss or damage occurred.

1. The following is added to this Policy as a **Covered Cause of Loss** and is also added to Section **XI. DEFINITIONS**, paragraph **EE. Specified Causes of Loss**:

# 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 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.

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.

For the purposes of the Catastrophic Ground Cover Collapse Covered Cause of Loss, the following definition of structural damage is added:

"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.

VIII. 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.

* 1. 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.

All other terms, conditions, and exclusions remain unchanged.

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AUTHORIZED REPRESENTATIVE