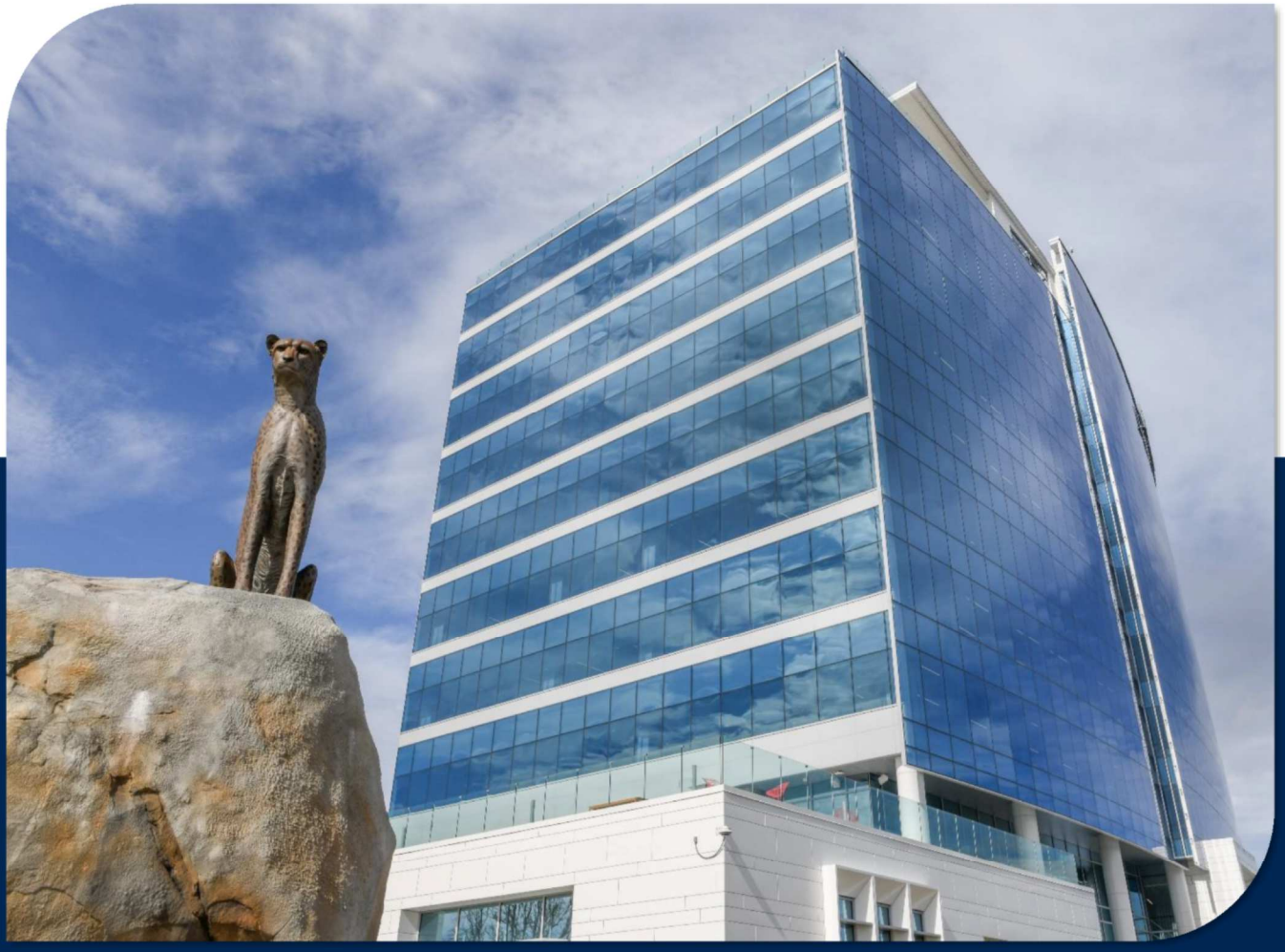
Brown & Brown

PROPERTY & CASUALTY

Proposal Prepared for Bayshore Embassy Condominium, Inc.

Policy Period 08/31/2025 – 08/31/2026 Property & Equipment Breakdown
Policy Period 05/10/2025 – 05/10/2026 Flood

FINAL



About Brown & Brown

Brown & Brown was founded in 1939 as a two-partner firm and has risen to become one of the largest insurance brokerages in the world. Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. With a long-standing history of proven success, Brown & Brown continues to grow and thrive in the extremely competitive and constantly changing insurance industry.



Our Mission

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most.

Guiding Principles

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. The cornerstones of our organization's guiding principles are people, performance, service and innovation.

Our Culture

Brown & Brown's deeply rooted culture is built on honesty, integrity, innovation, superior capabilities and discipline. Our culture is not built through "big company" messaging; it is created by those who put in the work and remain true to shared values and a commitment to always doing what is best for our customers and our communities.

The cornerstone of our success starts with the tremendous emphasis our leadership team places on making Brown & Brown a great place to work. We don't have employees at Brown & Brown, only teammates, and we are proud to have repeatedly been certified as a Great Place to Work®. As a result, our organization has experienced minimal talent turnover.

We believe that teammates who enjoy their work environment will reflect that enjoyment in their interactions with their customers, resulting in an enhanced customer experience. We put a premium on retaining teammates, allowing our customers to enjoy years of consistent service and strategy execution from the same individuals.

We value creativity in our teammates and encourage the sharing of innovative ideas. Our teams care about each other and contribute meaningfully to our strong, collaborative environment internally. We receive regular compliments from our competitors, customers and the insurance carrier marketplace regarding the caliber of talent and the character of the teammates we recruit and retain. Local People and Powerful SolutionsWe use our size to benefit our customers through market leverage, scalability and expansive resources. Our global resources are available to support critical items such as regulation changes, pharmacy, international, benefits administration and much more.We layer our global resources with a local, dedicated service team. This local team delivers a high-touch experience for day-to-day support and long-term strategic planning, granting you the benefits of a leading brokerage without losing the personal, swift support of a local team.

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Growth Oriented

Brown & Brown ended 2024 with $4.8B in revenue, with a global presence spanning 18 countries, and growing.

Brown & Brown's annual report can be found on our website at https://investor.bbrown.com/annual-reports.

Scalable Solutions

Regardless of your business size or industry, we have the capabilities and experience to support you. From main street businesses to multinational corporations, our extensive specialties span the full spectrum of size and complexity. As you push forward through organic growth, mergers or acquisitions, our teams are equipped to provide you with a strategic path—no matter where you are on your growth journey.

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Preparing You for Tomorrow's Risks—Today™

We pride ourselves on combining global strength with local, personalized service. Brown & Brown is proud of our 23,000+ talented teammates spanning 700+ locations globally. Through our deep local connections and the resources of a global leader, we take an agile, forward-thinking approach to risk.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both large and small. We believe that our teammates and the relationships they form with our customers are our strengths. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

Service Team

Name	Role	Contact
Joe Knapp	Senior Vice President Will be responsible for overseeing all aspects of your program	Direct: (954)331-1312 Email: Joe.Knapp@bbrown.com
Christopher Miller	Account Executive Responsible for Day-to Day Client Services	Direct: (954)453-6290 Email: Christopher.Miller@bbrown.com
Kelsey Boothe	Account Manager Responsible for Day-to Day Client Services	Direct: (954) 331-1448 Email: Kelsey.Booth@bbrown.com
Neila Atkinson	Senior Claims Coordinator Responsible for Handling Claims	Direct: (954)453-6240 Email: ClaimsFTL@bbrown.com
Jamie Zorabedian	Technical Assistant Will work with your Account Manager assisting with daily servicing	Direct: (954)271-7633 Email: Jamie.Zorabedian@bbrown.com

EOI Direct

Condominium Certificate Specialists

Contact at www.eoidirect.com 24hours a day, 7 days a week

or 1-877-456-3643 available from 9:00 am to 8:00 pm EST Monday thru Friday

EOI will handle all of your requests for Certificates of Insurance.

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Named Insured

Named Insured
Bayshore Embassy Condominium, Inc.

Location(s)

Bayshore Embassy Condominium, Inc.
C/O Next Generation Management & Accounting 13790 NW 4th ST., Suite 102, Sunrise, FL 33325

Loc #	Address	City	State	Zip
1	550 Bayshore Dr	Fort Lauderdale	FL	33304

Schedule of Covered Property

Location	Description	Building	Contents
1	Residential Building – 64 Units	$11,893,400	$100,000
1	Swimming Pool	$78,500	
1	Pool Deck	$28,500	
1	Poll Perimeter Fence	$18,600	
1	Pool Heater	$7,500	
1	Pool Equipment Enclosure	$8,600	
Total Insurable Value $12,135,100			

Note: Property Values are Scheduled, not Blanket.

Insurable Values as Determined by:
Specialty Property Appraisals, LLC
Replacement Cost Appraisal
Dated: 10/28/2023

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Property

Carrier: Subcription (See A.M. Best)
AM Best Rating: Subcription (See A.M. Best)

Property Schedule

Subject of Insurance	Limit
Building	$11,893,400
Pool & Equipment	$86,000
Pool Patio	$28,500
Pool Fencing	$18,600
Personal Property	$100,000
Pool Equipment Shelter	$8,600
Chain Fencing	$4,000
Site Lights	$9,600
Total Insurable Value $12,148,700	

Values insured are ultimately chosen by the client.

Note: Only limited coverage applies to outdoor fences, radio and TV antennas including satellite dishes, detached signs, trees, shrubs and plants, unless specifically scheduled on the policy.

Coverage
Property form subject to policy provisions, conditions, terms, definitions and exclusions.

Causes Of Loss
Special Form - Direct Physical Loss subject to exclusions and limitations.

Coinsurance
Waived

Valuation:
Replacement Cost

Deductibles	
All Other Perils	$10,000 Per Occurrence
Named Storm	5% of the value per unit of insurance at the time the loss or damage occurs $100,000 minimum
All Other Wind	$100,000 Per Occurrence

Additional Property Coverages/Enhancements

Ordiance or Law Coverage	
A. Loss to the undamaged portion of the building allows a partially damaged building to be valued as a total loss	Included
B. Demolition Cost	Combined Sublimit $1,000,000
C. Increased Cost of Construction	

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Additional Property Coverages:

- Accounts Receivable $1,000
- Debris Removal 25% subject to a maximum of $25,000
- Fire Department Service Charge $1,000
- Limited Coverage for Fungus, Wet Rot or Dry Rot $25,000 in the Aggregate
- Back up of Sewers and Drains $50,000
- Convective Storm $12,148,700
- Named Storm $12,148,700
- Newly Acquired Property $250,000
- Outdoor Property $155,300

Exclusions, Terms and Conditions include, but are not limited to the following:

- Flood, Earthquake, Existing Damage, Water, Computer Related Losses - Cyber Incident, Loss Due to Virus or Bacteria, Roof Surfacing, Terrorism, Exterior Insulation Finish Systems (EIFS), Specified Covered Property, Equipment Breakdown, Storm Surge, Foreign Locations And Exposures, Chemical And Biological Loss Or Damage, Aluminum Wiring

Subject to:

- Signed Applications & Forms
- Satisfactory Inspection and Compliance with Recommendations
- 35% Minimum Earned Premium

Equipment Breakdown

Carrier: XL Insurance America, Inc.
AM Best Rating: A+ XV

Coverages Provided and Coverage Extensions

Policy Limit	**$12,148,700**
Property Damage	included
Business Income and Extra Expense	no coverage provided
Extended Period of Restoration	no coverage provided
Contingent Business Income and Extra Expense	no coverage provided
Utility Interruption	no coverage provided
Accounts Receivable	$100,000
Brands and Labels	$100,000
Civil Authority	no coverage provided
Claims Preparation Costs	$5,000
Data Restoration	$100,000
Deductible Waiver	applicable
Errors and Omissions	$100,000
Expediting Expenses	$100,000
Fungus and Related Perils - Property Damage	$15,000
Fungus and Related Perils - Loss of Earnings	no coverage provided
Green Environmental and Efficiency Improvements	$100,000
Ingress/Egress	no coverage provided
Newly Acquired Premises	90 days, limited to $1,000,000
Off Premises Property Damage	$100,000
Ordinance or Law	$500,000
Perishable Goods	$100,000
Pollutants and/or Hazardous Materials	$100,000
Reduction in Value	$100,000
Solidification	no coverage provided
System Installation and Soft Costs	$100,000
Unnamed Locations	no coverage provided
Water Damage	$100,000

Deductibles

Property Damage	$10,000
Business Income and Extra Expense	no coverage provided
Perishable Goods	included within property damage deductible
Contingent Business Income and Extra Expense	no coverage provided

Utility Interruption Waiting Periods

Time Element Coverages	no coverage provided
Perishable Goods Coverage	0 hours

Exclusions, Terms and Conditions include, but are not limited to the following:

Cyber Incident Exclusion

Subject to:

- Signed Applications & Forms



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Flood Coverage for Your Residential Condominium Building Association Policy (RCBAP) Through The National Flood Insurance Program

Carrier: Wright National Flood Insurance
AM Best Rating: A+ XV

Direct Billed: Effective 5/10/2025 – 5/10/2026

Coverage is afforded only for direct loss by or from flood to the insured property.
Flood is a general and temporary inundation of normally dry land areas from:

- Overflow of inland or tidal waters
- The unusual and rapid accumulation or runoff of surface waters from any source.
- Mudslides (i.e. mudflows) which are proximately caused by flood, and are akin to river of liquid and flowing mud on the surface of normally dry land areas.
- The collapse or subsidence of land along the shore of a lake or other body of water exceeding the cyclical levels, which results in flood.

Location of Premises

Location	Address	City	State	Zip
1	550 Bayshore Dr	Fort Lauderdale	FL	33304

Coverages/Limits

Location #	Subjects of Insurance	Limit	Deductible
1	Building	$12,800,000	$1,250

Customer ultimately chooses limits insured. Higher limits or Excess Flood may be available.

Valuation

- Building - Replacement Cost
- Personal Property - Actual Cash value (replacement cost of the property less depreciation)

Coinsurance (RCBAP Policy)

Building - 80% of replacement cost of the insured property or maximum amount of insurance available under the NFIP.

Waiting Period for New or Increased Limits

If this is the first time you are purchasing Flood Coverage on the location shown above, you should be aware that there is a standard 30-Day waiting period for this coverage. The 30-Day waiting period also applies to increases in coverage or additions of coverage on an existing policy from the date payment is received by the carrier.

Exclusions included but are not limited to the following:

Fire, Wind & Earthquake
100% Minimum Earned Premium. Policy fees are fully earned.

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Proposal Premium Summary

Line of Business	Premium
PROPERTY	$150,000.00
Fees	$1,881.90
Taxes	$7,602.10
Total	$159,484.00
EQUIPMENT BREAKDOWN	$2,500.00
Fees	$25.00
Taxes	-
Total	$ 2,525.00
TOTAL	**$162,009.00**

Current Coverage	Premium
FLOOD (**Effective 5/10/2025 – 5/10/2026)**	$15,531.00
Fees	$4,626.00
Taxes	-
Total	**$20,157.00**

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Terrorism:

Included/Available for an additional premium.

Payment Option:

Premium Financing is available
Online Payment Option - https://bbftlaud.epaypolicy.com
Please make your check payable to Brown & Brown Insurance

Quote Subject To:

1. Signed applications
2. Signed Terrorism forms
3. Favorable inspection and compliance with all recommendations
4. Compliance with Virginia Graeme Baker Pool and Spa Safety Act

***A Minimum Earned Premium applies to the following policies:**
35% - Property
100% - Flood

Quotation is valid until the effective date of the policy.

This proposal is based upon the exposures to loss made known to the Agency and is for illustration only. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place. All physical exposures insured by our policies must be owned by the named insured. Please refer to the Policy for specific details.

As a course of business, Brown & Brown of Florida, Inc. is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

A. M. Best

A. M. Best Rating of Proposed Carriers

Line of Business	Insurance Company	Rating	Admitted
Property	AXIS Surplus Insurance Company Gotham Insurance Company	A XV A X	No
Equipment Breakdown	XL Insurance America, Inc.	A+ XV	Yes
Flood	Wright National Flood Insurance	A+ XV	Yes

General Rating

Rating Categories	Rating Symbols	Rating Categories	Rating Symbols
Superior	A+ to A++	Marginal	C+ to C++
Excellent	A to A-	Weak	C to C-
Good	B+ to B++	Poor	D
Fair	B to B-		

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category

Class	Range ($ in Thousands)	Class	Range ($ in Thousands)	Class	Range ($ in Thousands)
Class I	Up-$1,000	Class VI	$25,000-$50,000	Class XI	$750,000-$1,000,000
Class II	$1,000-$2,000	Class VII	$50,000-$100,000	Class XII	$1,000,000-$1,250,000
Class III	$2,000- $5,000	Class VIII	$100,000-$250,000	Class XIII	$1,250,000-$1,500,000
Class IV	$5,000-$10,000	Class IX	$250,000-$500,000	Class XIV	$1,500,000-$2,000,000
Class V	$10,000-$25,000	Class X	$500,000-$750,000	Class XV	$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities ($ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.

Non-Admitted Carrier Acknowledgement

NOTICE THAT COVERAGE MAY BE PLACED WITH A NON-ADMITTED CARRIER

Policyholder: Bayshore Embassy Condominium, Inc.

Surplus Lines Carrier: Axis Surplus Insurance Company & Gotham Insurance Company

Type of Coverage: Property

Effective Date of Coverage: 08/31/2025

This notice confirms that upon binding instructions from the policyholder, Brown & Brown Insurance Services, Inc. will place insurance coverage with a surplus lines company and the policyholder understands that the insurance coverage written is not subject to the protection and benefits of the Florida Insurance Guaranty Association.

_____ Policyholder/Applicant's Signature

_____ Print Name

_____ Date

Electronic Selection / Rejection Option Form

This is to comply with the Uniform Electronic Transactions Act. This will allow us to provide quality, consistent delivery of documents according to your preference.

Selection of Electronic Insurance Policy Delivery Option

I select the option to receive the following documents in connection with my insurance policy(ies) electronically. **I acknowledge I may no longer receive paper policies, auto identification cards and other supporting documents you have in connection with my insurance policies unless specifically requested by me.**

_____
Please initial here

Rejection of Electronic Delivery Option

I reject the option to receive my insurance policy(ies) and /or other supporting documents in connection with my insurance policy(ies) electronically for myself and all those covered under the policy. **I elect to receive paper copies of such documents.**

_____
Please initial here

Withdrawal of Consent of Electronic Delivery Option

I withdraw my previous consent of electronic delivery of my insurance policy(ies) and /or other supporting documents in connection with my insurance policy(ies) electronically. I elect to receive paper copies of such documents in the future.

_____
Please initial here

Electronic Delivery Disclosure

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy(ies) to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to Brown & Brown Insurance Services, Inc., in the event that the address should change.

Insured Bayshore Embassy Condominium, Inc.

Email Address to receive documents: _____

Duly Authorized Representative Name: _____

Date: _____

Compensation Disclosure

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (954) 776-2222 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

Coinsurance Examples

Provides for the insured to share in the loss if the limit of insurance at the time of loss is less than the amount required by the coinsurance percentage.

Examples of Coinsurance at 80% with no deductible*.
Replacement or Actual Cash

	Building Value	Insurance Carried	Loss	Insurance Pays*
1	$100,000	$100,000	$60,000	$60,000
2	$100,000	$80,000	$60,000	$60,000
3	$100,000	$70,000	$60,000	$52,000*

Insurance Carried (70,000) divided by Minimum Insurance Required (80,000) multiplied by Loss Amount minus Deductible = Insurance Pays Amount

Examples of Coinsurance at 90% with no deductible*.
Replacement or Actual Cash

	Building Values	Insurance Carried	Loss	Insurance Pays*
1	$100,000	$100,000	$60,000	$60,000
2	$100,000	$90,000	$60,000	$60,000
3	$100,000	$80,000	$60,000	$53,333

Insurance Carried (80,000) divided by Minimum Insurance Required (90,000) multiplied by Loss Amount minus Deductible = Insurance Pays Amount

Examples of Coinsurance at 100% with no deductible*.
Replacement or Actual Cash

	Building Value	Insurance Carried	Loss	Insurance Pays*
1	$100,000	$100,000	$60,000	$60,000
2	$100,000	$80,000	$60,000	$48,000

Insurance Carried (80,000) divided by Minimum Insurance Required (100,000) multiplied by Loss Amount minus Deductible = Insurance Pays Amount

Note: 1. These examples do not reflect the policy Declarations
2. Refer to the policy for specific details

Agreed Value Example

The insurance company agrees to suspend the Coinsurance Clause, if the insured carries a limit of insurance equal to or greater than the Agreed Value, Coinsurance may be reinstated if the company does not annually receive a signed statement of values or on expiration of the policy. Refer to the policy for specific details.

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Understanding Claims-Made Policies

There are differences in coverage triggers of Claims-Made and Claims-Made & Reported policies. Please review your policy(ies) to become familiar with its coverage trigger.

Claims-Made

The claims-made policy provides coverage that is triggered when a claim is made against the insured during the policy period, providing the claim occurred after the retroactive date and is reported to the carrier within the time set forth in the policy.

Claims-Made & Reported

The claims-made and reported policy provides coverage that is triggered when a claim is first made against the insured and reported in writing to the carrier during the policy period or any applicable extended reporting period.

Current Policy Year

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy.

Prior Acts or Retroactive Date

This date is shown on the policy. This provision eliminates coverage for claims that took place prior to the specified retroactive date, even if the claim is first made during the policy period.

Supplemental Extended Reporting Period (Tail Coverage)

This is a provision found within the claims-made policy that extends the length of the reporting period allowing the insured to report claims that are made against the insured after the policy has expired or been canceled, provided the claim took place during the expired/canceled policy. The ERP/Tail Coverage requires an additional premium and must be requested within the time frame as outlined in the policy.

What is an Audit?

Policies which use fluctuating values as the exposure basis, i.e.: payroll or sales, are subject to an audit. The company may visit your business to examine your records or ask you to complete a voluntary "mail in" audit. If at the time of the audit your exposures are different from what you estimated at the time your policy was written, you will receive a return premium credit or an additional premium billing.

If you subcontract any work, it is essential that the subcontractor provide you with a Certificate of Insurance indicating that insurance coverage is in place for General Liability, Workers Compensation, and Automobile Liability. If at the time of audit you do not have evidence of insurance from your subcontractors, you will be charged an additional premium for the payroll of the subcontractor on your policies.

Audits that generate an additional premium are due upon receipt. It is important that you review audits as soon as you receive them and advise us of any discrepancies in the exposures immediately so that we may inform the insurance carrier. If payment of the audit is not received by the insurance company on a timely basis, your coverage may be canceled and could adversely affect the future placement of insurance coverage.

We recommend that you review the actual exposures as compared to your estimated exposures quarterly and advise us of any significant variance.

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Minimum and Deposit Premium

The following terms are often misunderstood, particularly among insureds or producers not accustomed to dealing with surplus lines insurance companies. It is important that the definitions are understood.

MINIMUM AND DEPOSIT

This is the amount of premium due at inception. Although the policy is subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. Therefore, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the GREATER of the annual minimum times the short rate or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

MINIMUM EARNED PREMIUM

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the LEAST that will be retained by the insurance company once the policy goes into effect. The amount retained would be the GREATER of the annual earned premium whether calculated on a pro-rate or short rate basis, or the minimum earned premium.

FLAT CANCELLATIONS

Surplus lines insurance companies normally do not allow flat cancellations. Once the policy is in effect, some premium will be earned.

If you need further explanation, please do not hesitate to contact us.

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Insurance Coverage Review

Insured: _____ **Policy Term Date:** _____

Please advise if quotations for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown; Q = Quote for Limited or Uncovered Exposure. Mark entire section CLIENT DECLINED QUOTE or DECLINED TO DISCUSS if applicable.

	E	C	Q
PROPERTY	Y/N	Y/N	Y/N
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Betterments & Improvements			
Business Income/Rental Income			
Extra Expense			
Leaseholders Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law:			
A. Loss to Undamaged Portion of Building			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Condition			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired/Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured Motorist			
Underinsured Motorist			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			
CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
BONDS			
ERISA Bond			
Other Bonds			

	E	C	Q
LIABILITY	Y/N	Y/N	Y/N
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors or Omissions/Professional Liability			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P+I)			
Umbrella/Excess Liability			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractors Equipment			
Signs			
Installation Floater			
Mobile Equipment			
Rented/Leased Equipment			
Motor Truck Cargo			
Transit/Transportation			
Builders Risk / Course of Construction			
Ocean Cargo			
WORKERS COMPENSATION			
Workers Compensation			
Other States			
USL&H			
Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation – Owned/Non-Owned			
MISCELLANEOUS			
International/Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Mold/Fungi			
EIFS			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client.

Insured Representative **Date - Place Completed with Insured**

Brown & Brown Representative Signature

Rev. 07-01-23



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.


Brown & Brown

National Flood Insurance Program

Residential Condominium Building Association Policy

Standard Flood Insurance Policy

FEMA

RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY

Summary of Significant Changes, December 31, 2000

1. Section III. Property Covered, A. Coverage A - Building Property, 3.

Additions and extensions to buildings that are connected by a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof may be insured as part of the building. At the option of the insured, these extensions and additions may be insured separately. Additions and extensions that are attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the building and cannot be insured separately.

2. Section III. Property Covered, B. Coverage B - Personal Property, 4. Special Limits

Coverage for fine arts, collectibles, jewelry, and furs has been increased to $ 2500.

3. Section III. Property Covered, C. Coverage C - Other Coverages, 2.a. & b.

Coverage for the two loss avoidance measures, (sandbagging and relocation of property to protect it from flood or the imminent danger of flood) has been increased to $1,000 for each.

4. Section IV. Property Not Covered, 5.a. & b.

Coverage has been changed to pay for losses to self-propelled vehicles used to service the described location or designed to assist handicapped persons provided that the vehicles are in a building at the described location.

5. Section IV. Property Not Covered, 7.

Coverage is now specifically excluded for scrip and stored value cards.

6. Section IV. Property Not Covered, 14.

Coverage for swimming pools, hot tubs, and spas (that are not bathroom hot tubs or spas), and their equipment is now excluded.

7. Section V. Exclusions, B.1 & 2.

The explanation of when coverage begins as it relates to a loss in progress has been simplified.

8. Section V. Exclusions, C.

Coverage has been clarified to pay for losses from land subsidence under certain circumstances. Subsidence of land along a lake shore or similar body of water which results from the erosion or undermining of the shoreline caused by waves or currents of water exceeding cyclical levels that result in a flood is now covered. All other land subsidence is excluded.

9. Section V. Exclusions, D.4.b.(3)

Coverage is now excluded for water, moisture, mildew, or mold damage caused by the policyholder's failure to inspect and maintain the insured property after the flood waters recede.

10. Section V. Exclusions, D.6.

Coverage is now added for damage from the pressure of water against the insured structure with the requirement that there be a flood in the area and the flood is the proximate cause of damage from the pressure of water against the insured structure.

11. Section V. Exclusions, F.

An exclusion for the cost of testing for or monitoring of pollutants unless it is required by law or ordinance has been added.

12. Section VIII. General Conditions, G. Reduction and Reformation of Coverage, 2.a.(2)

If it is discovered before a claim occurs that there is incomplete rating information, the policyholder has 60 days to submit missing rating information. Otherwise, the coverage can only be increased by an endorsement that is subject to the appropriate waiting period (currently 30 days).

13. Section VIII. General Conditions, V. Loss Settlement, 3. Special Loss Settlement, b.(1)

Coverage for a manufactured or mobile home or travel trailer eligible for replacement cost coverage is limited to 1.5 times its actual cash value.

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

STANDARD FLOOD INSURANCE POLICY

RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY

PLEASE READ THE POLICY CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS, AND EXCLUSIONS.

THIS POLICY COVERS ONLY A RESIDENTIAL CONDOMINIUM BUILDING IN A REGULAR PROGRAM COMMUNITY. IF THE COMMUNITY REVERTS TO EMERGENCY PROGRAM STATUS DURING THE POLICY TERM AND REMAINS AN EMERGENCY PROGRAM COMMUNITY AT TIME OF RENEWAL, THIS POLICY CANNOT BE RENEWED.

I. AGREEMENT

The Federal Emergency Management Agency (FEMA) provides flood insurance under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations (CFR).

We will pay you for **direct physical loss by or from flood** to your insured property if you:

1. Have paid the correct premium;

2. Comply with all terms and conditions of this **policy**; and

3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your **policy** based on our review.

II. DEFINITIONS

A. In this **policy**, "you" and "your" refer to the insured(s) shown on the **Declarations Page** of this **policy**. "Insured(s)" includes: Any mortgagee and loss payee named in the **Application** and **Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "We," "us," and "our" refer to the insurer.

Some definitions are complex because they are provided as they appear in the law or regulations, or result from court cases. The precise definitions are intended to protect you.

Flood, as used in this flood insurance **policy**, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:

a. Overflow of inland or tidal waters;

b. Unusual and rapid accumulation or runoff of surface waters from any source;

c. **Mudflow**.

2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in **A.1.a.** above.

B. The following are the other key definitions that we use in this **policy**:

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.

2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.

3. **Application.** The statement made and signed by you or your agent in applying for this **policy**. The **application** gives information that we use to determine the eligibility of the risk, the kind of **policy** to be issued, and the correct premium payment. The **application** is part of this flood insurance **policy.** For us to issue you a **policy**, the correct premium payment must accompany the **application**.

4. **Base Flood.** A **flood** having a one percent chance of being equaled or exceeded in any given year.

5. **Basement.** Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.

6. **Building.**

   a. A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;

   b. A manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or

   c. A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

   Building does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in **B.6.c.** above.

7. **Cancellation.** The ending of the insurance coverage provided by this **policy** before the expiration date.

8. **Condominium.** That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.

9. **Condominium Association.** The entity made up of the **unit** owners responsible for the maintenance and operation of:

   a. Common elements owned in undivided shares by **unit** owners; and

   b. Other real property in which the **unit** owners have use rights;

   where membership in the entity is a required condition of **unit** ownership.

10. **Declarations Page.** A computer-generated summary of information you provided in the **application** for insurance. The **Declarations Page** also describes the term of the **policy**, limits of coverage, and displays the premium and our name. The **Declarations Page** is a part of this flood insurance **policy.**

11. **Described Location.** The location where the insured **building** or personal property are found. The **described location** is shown on the **Declarations Page.**

12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.

13. **Elevated Building.** A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

14. **Emergency Program.** The initial phase of a community's participation in the **National Flood Insurance Program.** During this phase, only limited amounts of insurance are available under the **Act**.

15. **Expense Constant.** A flat charge you must pay on each new or renewal **policy** to defray the expenses of the Federal Government related to flood insurance.

16. **Federal Policy Fee.** A flat charge you must pay on each new or renewal **policy** to defray certain administrative expenses incurred in carrying out the **National Flood Insurance Program**. This fee covers expenses not covered by the **expense constant.**

17. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the **residential condominium building**, including **improvements** in the **units**.

18. **Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not mudflows.

19. **National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administered under the **Act** and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

20. **Policy.** The entire written contract between you and us. It includes:

   a. This printed form;

   b. The **application** and **Declarations Page**;

   c. Any endorsement(s) that may be issued; and

   d. Any renewal certificate indicating that coverage has been instituted for a new **policy** and new **policy** term.

   Only one **building,** which you specifically described in the **application**, may be insured under this **policy**.

21. **Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

22. **Post-FIRM Building.** A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.

23. **Probation Premium.** A flat charge you must pay on each new or renewal **policy** issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24**.**

24. **Regular Program.** The final phase of a community's participation in the **National Flood Insurance Program.** In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the **Act.**

25. **Residential Condominium Building.** A **building,** owned and administered as a **condominium,** containing one or more family **units** and in which at least 75 percent of the floor area is residential.

26. **Special Flood Hazard Area.** An area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

27. **Unit.** A single-family **unit** in a **residential condominium building**.

28. **Valued Policy.** A **policy** in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a **valued policy**.

III. PROPERTY COVERED

A. COVERAGE A - BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:

1. The **residential condominium building** described on the **Declarations Page** at the **described location**, including all **units** within the **building** and the **improvements** within the **units**.

2. We also insure such **building** property for a period of 45 days at another location, as set forth in **III.C.2.b.**, Property Removed to Safety.

3. Additions and extensions attached to and in contact with the **building** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.

4. The following fixtures, machinery, and equipment, which are covered under Coverage **A** only:

   a. Awnings and canopies;
   b. Blinds;
   c. Carpet permanently installed over unfinished flooring;
   d. Central air conditioners;
   e. Elevator equipment;
   f. Fire extinguishing apparatus;
   g. Fire sprinkler systems;
   h. Walk-in freezers;
   i. Furnaces;
   j. Light fixtures;
   k. Outdoor antennas and aerials fastened to **buildings**;
   l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
   m. Pumps and machinery for operating pumps;
   n. Ventilating equipment;
   o. Wall mirrors, permanently installed; and
   p. In the **units** within the **building**, installed:

      (1) Built-in dishwashers;
      (2) Built-in microwave ovens;
      (3) Garbage disposal units;
      (4) Hot water heaters, including solar water heaters;
      (5) Kitchen cabinets;
      (6) Plumbing fixtures;
      (7) Radiators;
      (8) Ranges;
      (9) Refrigerators; and
      (10) Stoves.

5. Materials and supplies to be used for construction, alteration, or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.

6. A **building** under construction, alteration, or repair at the **described location**.

   a. If the structure is not yet walled or roofed as described in the definition for **building** (see **II.B.6.a.**), then coverage applies:

      (1) Only while such work is in progress; or

      (2) If such work is halted, only for a period of up to 90 continuous days thereafter.

b. However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-**elevated building** or the lowest elevated floor of an **elevated building** is:

(1) Below the **base flood** elevation in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO; or

(2) Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO.

7. A manufactured home or a travel trailer as described in the Definitions section (see **II.B.6.b.** and **II.B.6.c.**)

If the manufactured home is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:

a. By over-the-top or frame ties to ground anchors; or

b. In accordance with the manufacturer's specifications; or

c. In compliance with the community's floodplain management requirements;

unless it has been continuously insured by the **NFIP** at the same **described location** since September 30, 1982.

8. Items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement,** regardless of the zone. Coverage is limited to the following:

a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

(1) Central air conditioners;
(2) Cisterns and the water in them;
(3) Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
(4) Electrical junction and circuit breaker boxes;
(5) Electrical outlets and switches;
(6) Elevators, dumbwaiters and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
(7) Fuel tanks and the fuel in them;
(8) Furnaces and hot water heaters;
(9) Heat pumps;
(10) Nonflammable insulation in a **basement**;
(11) Pumps and tanks used in solar energy systems;
(12) Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
(13) Sump pumps;
(14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
(15) Well water tanks and pumps;
(16) Required utility connections for any item in this list; and
(17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building.**

b. Clean-up.

B. COVERAGE B - PERSONAL PROPERTY

1. If you have purchased personal property coverage, we insure, subject to **B.2.** and **B.3.** below, against **direct physical loss by or from flood** to personal property that is inside the fully enclosed insured **building** and is:

a. Owned by the **unit** owners of the **condominium association** in common, meaning property in which each **unit** owner has an undivided ownership interest; or

b. Owned solely by the **condominium association** and used exclusively in the conduct of the business affairs of the **condominium association**.

We also insure such personal property for 45 days while stored at a temporary location, as set forth in **III.C.2.b.**, Property Removed to Safety.

2. Coverage for personal property includes the following property, subject to paragraph **B.1.** above, which is covered under Coverage **B** only:

a. Air conditioning units, portable or window type;
b. Carpet, not permanently installed, over unfinished flooring;
c. Carpets over finished flooring;
d. Clothes washers and dryers;
e. "Cook-out" grills;
f. Food freezers, other than walk-in, and food in any freezer;
g. Outdoor equipment and furniture stored inside the insured **building**;
h. Ovens and the like; and
i. Portable microwave ovens and portable dishwashers.

3. Coverage for **i**tems of property in a **building** enclosure lower than the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement,** regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

a. Air conditioning units, portable or window type;
b. Clothes washers and dryers; and
c. Food freezers, other than walk-in, and food in any freezer.

4. Special Limits. We will pay no more than $2,500 for any one loss to one or more of the following kinds of personal property:

a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;

b. Rare books or autographed items;

c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum; or

d. Furs or any article containing fur which represents its principal value.

5. We will pay only for the functional value of antiques.

C. COVERAGE C - OTHER COVERAGES

1. Debris Removal

a. We will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.

b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.

c. This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

2. Loss Avoidance Measures

a. Sandbags, Supplies, and Labor

(1) We will pay up to $1,000 for the costs you incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:

(a) Your reasonable expenses to buy:

(i) Sandbags, including sand to fill them;

(ii) Fill for temporary levees;

(iii) Pumps; and

(iv) Plastic sheeting and lumber used in connection with these items; and

(b) The value of work, at the Federal minimum wage, that you perform.

(2) This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:

(a) A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or

(b) A legally authorized official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

b. Property Removed to Safety

(1) We will pay up to $1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.

(2) If you move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in Definition **6. Building**, paragraphs **b.** and **c.,** must be placed above ground level or outside of the **special flood hazard area.**

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

D. COVERAGE D - INCREASED COST OF COMPLIANCE

1. General

This **policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

a. Nonresidential structures.

b. Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].

2. Limit of Liability

We will pay you up to $30,000 under this Coverage **D** - Increased Cost of Compliance, which only applies to **policies** with **building** coverage (Coverage **A**). Our payment of claims under Coverage **D** is in addition to the amount of coverage which you selected on the **application** and which appears on the **Declarations Page.** But the maximum you can collect under this **policy** for both Coverage **A** - Building Property and Coverage **D** - Increased Cost of Compliance cannot exceed the maximum permitted under the **Act.** We do not charge a separate deductible for a claim under Coverage **D**.

3. Eligibility

a. A structure covered under Coverage **A** - Building Property sustaining a loss caused by a **flood** as defined by this **policy** must:

(1) Be a "repetitive loss structure." A repetitive loss structure is one that meets the following conditions:

(a) The structure is covered by a contract of flood insurance issued under the **NFIP**.

(b) The structure has suffered **flood** damage on two occasions during a 10-year period which ends on the date of the second loss.

(c) The cost to repair the **flood** damage, on average, equaled or exceeded 25 percent of the market value of the structure at the time of each **flood** loss.

(d) In addition to the current claim, the **NFIP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

(2) Be a structure that has had **flood** damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

b. This Coverage **D** pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

(1) **3.a.(1)** above.

(2) Elevation or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood**-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a **flood**-damaged structure must comply with the higher advisory **base flood** elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.

(3) Elevation or floodproofing above the **base flood** elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the **base flood** elevation.

c. Under the minimum **NFIP** criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage **D**.

d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion **D.5.g.** below.

e. This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

4. Conditions

a. When a structure covered under Coverage A - Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage D will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.

b. When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present building unless otherwise required by current floodplain management ordinances or laws.

5. Exclusions

Under this Coverage **D** - Increased Cost of Compliance we will not pay for:

a. The cost to comply with any floodplain management law or ordinance in communities participating in the **Emergency Program**.

b. The cost associated with enforcement of any ordinance or law that requires any insured 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**.

c. The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.

d. The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.

e. Any Increased Cost of Compliance under this Coverage **D**:

(1) Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and

(2) Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years.

f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.

g. Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.

h. Loss due to any ordinance or law that you were required to comply with before the current loss.

i. Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current flood loss to rebuild the property to an elevation below the base flood elevation.

j. Increased Cost of Compliance for a garage or carport.

k. Any structure insured under an **NFIP** Group Flood Insurance Policy.

l. Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a flood in compliance with State or local floodplain management ordinances or laws**.**

6. Other Provisions

a. Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the coinsurance

requirement for replacement cost coverage under VIII. General Conditions, V. Loss Settlement**.**

b. All other conditions and provisions of the policy apply.

IV. PROPERTY NOT COVERED

We do not cover any of the following property:

1. Personal property not inside the fully enclosed **building**;

2. A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide, if constructed or substantially improved after September 30, 1982;

3. Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;

4. Recreational vehicles other than travel trailers described in **II.B.6.c.**, whether affixed to a permanent foundation or on wheels;

5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:

a. Used mainly to service the **described location**, or

b. Designed and used to assist handicapped persons,

while the vehicles or machines are inside a **building** at the **described location**;

6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;

7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;

8. Underground structures and equipment, including wells, septic tanks, and septic systems;

9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured **building;**

10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;

11. **Buildings** and all their contents if more than 49 percent of the **actual cash value** of the **building** is below ground, unless the lowest level is at or above the **base flood** elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;

12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;

13. Aircraft or watercraft, or their furnishings and equipment;

14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;

15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these acts;

16. Personal property used in connection with any incidental commercial occupancy or use of the **building**.

V. EXCLUSIONS

A. We only pay for **direct physical loss by or from flood**, which means that we do not pay you for:

1. Loss of revenue or profits;

2. Loss of access to the insured property or **described location**;

3. Loss of use of the insured property or **described location**;

4. Loss from interruption of business or production;

5. Any additional living expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;

6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage **D** - Increased Cost of Compliance; or

7. Any other economic loss.

B. We do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the time and date:

1. The **policy** term begins; or

2. Coverage is added at your request.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that we do not cover are:

1. Earthquake;

2. Landslide;

3. Land subsidence;

4. Sinkholes;

5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or

6. Gradual erosion.

We do, however, pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under our definition of **flood** (see **II.A.1.c.** and **II.A.2.**).

D. We do not insure for direct physical loss caused directly or indirectly by:

1. The pressure or weight of ice;

2. Freezing or thawing;

3. Rain, snow, sleet, hail, or water spray;

4. Water, moisture, mildew, or mold damage that results primarily from any condition:

a. Substantially confined to the insured **building**; or

b. That is within your control including, but not limited to:

(1) Design, structural, or mechanical defects;

(2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or

(3) Failure to inspect and maintain the property after a **flood** recedes;

5. Water or waterborne material that:

a. Backs up through sewers or drains;

b. Discharges or overflows from a sump, sump pump, or related equipment; or

c. Seeps or leaks on or through insured property;

unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or the seepage of water;

6. The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;

7. Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment situated on the **described location**;

8. Theft, fire, explosion, wind, or windstorm;

9. Anything you or your agents do or conspire to do to cause loss by **flood** deliberately; or

10. Alteration of the insured property that significantly increases the risk of flooding.

E. We do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

F. We do not pay for the testing for or monitoring of **pollutants** unless required by law or ordinance.

VI. DEDUCTIBLES

A. When a loss is covered under this **policy**, we will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of insurance that applies. The deductible amount is shown on the **Declarations Page**.

However, when a **building** under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed **building**.

B. In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **policy.**

C. No deductible applies to:

1. III.C.2. Loss Avoidance Measures; or

2. III.D. Increased Cost of Compliance.

VII. COINSURANCE

A. This Coinsurance section applies only to coverage on the **building**.

B. We will impose a penalty on loss payment unless the amount of insurance applicable to the damaged **building** is:

1. At least 80 percent of its replacement cost; or

2. The maximum amount of insurance available for that **building** under the **NFIP,**

whichever is less.

C. If the actual amount of insurance on the **building** is less than the required amount in accordance with the terms of **VII.B.** above, then loss payment is determined as follows (subject to all other relevant conditions in this **policy,** including those pertaining to valuation, adjustment, settlement, and payment of loss):

1. Divide the actual amount of insurance carried on the **building** by the required amount of insurance.

2. Multiply the amount of loss, before application of the deductible, by the figure determined in **C.1.** above.

3. Subtract the deductible from the figure determined in **C.2.** above.

We will pay the amount determined in **C.3.** above, or the amount of insurance carried, whichever is less. The amount of insurance carried, if in excess of the applicable maximum amount of insurance available under the **NFIP**, is reduced accordingly.

Examples

Example #1 (Inadequate Insurance)

Replacement value of the **building**	$250,000
Required amount of insurance	$200,000
(80% of replacement value of $250,000)	
Actual amount of insurance carried	$180,000
Amount of the loss	$150,000
Deductible	$500

Step 1: 180,000 ÷ 200,000 = .90
(90% of what should be carried)
Step 2: 150,000 X .90 = 135,000

Step 3: 135,000 - 500 = 134,500

We will pay no more than $134,500. The remaining $15,500 is not covered due to the coinsurance penalty ($15,000) and application of the deductible ($500).

Example #2 (Adequate Insurance)

Replacement value of the **building**	$500,000
Required amount of insurance	$400,000
(80% of replacement value of $500,000)	
Actual amount of insurance carried	$400,000
Amount of the loss	$200,000
Deductible	$500

In this example there is no coinsurance penalty, because the actual amount of insurance carried meets the required amount. We will pay no more than $199,500 ($200,000 amount of loss minus the $500 deductible).

D. In calculating the full replacement cost of a **building**:

1. The replacement cost value of any covered **building** property will be included;

2. The replacement cost value of any **building** property not covered under this **policy** will not be included; and

3. Only the replacement cost value of **improvements** installed by the **condominium association** will be included.

VIII. GENERAL CONDITIONS

A. Pairs and Sets

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or

2. An amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

B. Concealment or Fraud and Policy Voidance

1. With respect to all insureds under this **policy**, this **policy**:

a. Is void;

b. Has no legal force or effect;

c. Cannot be renewed; and

d. Cannot be replaced by a new **NFIP policy**;

if, before or after a loss, you or any other insured or your agent have at any time:

(1) Intentionally concealed or misrepresented any material fact or circumstance;

(2) Engaged in fraudulent conduct; or

(3) Made false statements;

relating to this **policy** or any other **NFIP** insurance.

2. This **policy** will be void as of the date the wrongful acts described in **B.1.** above were committed.

3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.

4. This **policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **policy** is void from its inception and has no legal force under the following conditions:

a. If the property is located in a community that was not participating in the **NFIP** on the **policy's** inception date and did not join or reenter the program during the **policy** term and before the loss occurred; or

b. If the property listed on the **application** is otherwise not eligible for coverage under the **NFIP**.

C. Other Insurance

1. If a loss covered by this **policy** is also covered by other insurance that includes **flood** coverage not issued under the **Act**, we will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this **policy** subject to the following:

a. We will pay only the proportion of the loss that the amount of insurance that applies under this **policy** bears to the total amount of insurance covering the loss, unless **C.1.b.** or **c.** immediately below applies.

b. If the other policy has a provision stating it is excess insurance, this **policy** will be primary.

c. This **policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood** policy (except another policy as described in **C.1.b.** above). When the other deductible amount is reached, this **policy** will participate in the same proportion that the amount of insurance under this **policy** bears to the total amount of both policies, for the remainder of the loss.

2. If there is a flood insurance policy in the name of a **unit** owner that covers the same loss as this **policy**, then this **policy** will be primary.

D. Amendments, Waivers, Assignment

This **policy** cannot be changed nor can any of its provisions be waived without the express written consent of the Federal Insurance Administrator. No action that we take under the terms of this **policy** constitutes a waiver of any of our rights. You may assign this **policy** in writing when you transfer title of your property to someone else, except under these conditions:

1. When this **policy** covers only personal property; or

2. When this **policy** covers a structure during the course of construction.

E. Cancellation of Policy by You

1. You may cancel this **policy** in accordance with the applicable rules and regulations of the **NFIP**.

2. If you cancel this **policy**, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the **NFIP**.

F. Nonrenewal of the Policy by Us

Your **policy** will not be renewed:

1. If the community where your covered property is located stops participating in the **NFIP**; or

2. If your **building** has been declared ineligible under Section 1316 of the **Act**.

G. Reduction and Reformation of Coverage

1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.

2. The **policy** can be reformed to increase the amount of coverage resulting from the reduction described in **G.1.** above to the amount you requested as follows:

a. Discovery of insufficient premium or incomplete rating information before a loss.

(1) If we discover before you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current **policy** term (or that portion of the current **policy** term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current **policy** term (or subsequent date of any endorsement changing the amount of coverage).

(2) If we determine before you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current **policy** term, we will follow the procedure in **G.2.a.(1)** above.

(3) If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

b. Discovery of insufficient premium or incomplete rating information after a loss.

(1) If we discover after you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior **policy** terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior **policy** term.

(2) If we discover after you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior **policy** terms, we will follow the procedure in **G.2.b.(1)** above.

(3) If we do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

3. However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition **B.** Concealment or Fraud and Policy Voidance apply.

H. Policy Renewal

1. This **policy** will expire at 12:01 a.m. on the last day of the **policy** term.

2. We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.

3. If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:

a. If you or your agent notified us, not later than 1 year after the date on which the payment of the renewal premium was due, of nonreceipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due

date, which will be 30 days after the date on which the bill is mailed.

b. If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the **policy**. In that case, the **policy** will remain an expired **policy** as of the expiration date shown on the **Declarations Page**.

4. In connection with the renewal of this **policy**, we may ask you during the **policy** term to recertify, on a Recertification Questionnaire that we will provide you, the rating information used to rate your most recent **application** for or renewal of insurance.

I. Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

J. Requirements in Case of Loss

In case of a **flood** loss to insured property, you must:

1. Give prompt written notice to us;

2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;

3. Prepare an inventory of damaged personal property showing the quantity, description, **actual cash value,** and amount of loss. Attach all bills, receipts, and related documents;

4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the **policy** signed and sworn to by you, and which furnishes us with the following information:

a. The date and time of loss;

b. A brief explanation of how the loss happened;

c. Your interest (for example, "owner") and the interest, if any, of others in the damaged property;

d. Details of any other insurance that may cover the loss;

e. Changes in title or occupancy of the insured property during the term of the **policy**;

f. Specifications of damaged insured **buildings** and detailed repair estimates;

g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;

h. Details about who occupied any insured **building** at the time of loss and for what purpose; and

i. The inventory of damaged personal property described in **J.3.** above.

5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.

6. You must cooperate with the adjuster or representative in the investigation of the claim.

7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.

8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.

9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.

K. Our Options After a Loss

Options that we may, in our sole discretion, exercise after loss include the following:

1. At such reasonable times and places that we may designate, you must:

a. Show us or our representative the damaged property;

b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and

c. Permit us to examine and make extracts and copies of:

(1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;

(2) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, and rules and regulations; and

(3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining

to the damaged property if the originals are lost.

2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:

a. Quantities and costs;

b. **Actual cash values** or replacement cost (whichever is appropriate);

c. Amounts of loss claimed;

d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and

e. Evidence that prior **flood** damage has been repaired.

3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:

a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and

b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

L. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

M. Loss Payment

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the **policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:

a. We reach an agreement with you;

b. There is an entry of a final judgment; or

c. There is a filing of an appraisal award with us, as provided in **VIII.P**.

2. If we reject your proof of loss in whole or in part you may:

a. Accept such denial of your claim;

b. Exercise your rights under this **policy**; or

c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

N. Abandonment

You may not abandon damaged or undamaged insured property to us.

O. Salvage

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

P. Appraisal

If you and we fail to agree on the **actual cash value** or, if applicable, replacement cost of the damaged property so as to determine the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they 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 in the State where the insured property is located. The appraisers will separately state the **actual cash value,** the replacement cost, and the amount of loss to each item**.** If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss, or if it applies, the replacement cost and loss.

Each party will:

1. Pay its own appraiser; and

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

Q. Mortgage Clause

The word "mortgagee" includes trustee.

Any loss payable under Coverage **A** - Building will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;

2. Pays any premium due under this **policy** on demand if you have neglected to pay the premium; and

3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this **policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If we decide to cancel or not renew this **policy,** it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

R. Suit Against Us

You may not sue us to recover money under this **policy** unless you have complied with all the requirements of the **policy**. If you do sue, you must start the suit within 1 year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this **policy** and to any dispute that you may have arising out of the handling of any claim under the **policy**.

S. Subrogation

Whenever we make a payment for a loss under this **policy**, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

T. Continuous Lake Flooding

1. If your insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits plus the deductible or the maximum payable under the **policy** for any one **building** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:

a. To make no further claim under this **policy;**

b. Not to seek renewal of this **policy**;

c. Not to apply for any flood insurance under the **Act** for property at the **described location**; and

d. Not to seek a premium refund for current or prior terms.

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph **T.1.** will apply when the insured **building** suffers a covered loss before the **policy** term ends.

2. If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph **T.1.** above or this paragraph **T.2.** (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **T.2.** we will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

a. Lake **flood** waters must damage or imminently threaten to damage your building.

b. Before approval of your claim, you must:

(1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and

(2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable **buildings** under the **NFIP** and are insured under the

NFIP, they will not be eligible for the benefits of this paragraph **T.2.** If a U.S. Army Corps of Engineers certified **flood** control project or otherwise certified **flood** control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and

(3) Comply with paragraphs **T.1.a.** through **T.1.d.** above.

c. Within 90 days of approval of your claim, you must move your **building** to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.

d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your **building**.

e. Before the approval of your claim, the community having jurisdiction over your **building** must:

(1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified for the easement required in paragraph **T.2.b.** above;

(2) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, **flood** insurance to the **building** can be denied; and

(3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of **T.2.b.** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a nonprofit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph **T.2.b.** above.

f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."

g. You must have **NFIP** flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under this paragraph **T.2.** If a subsequent owner buys **NFIP** insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph **T.2.**, we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.

h. This paragraph **T.2.** will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:

(1) Confirmation that the community and the State are in compliance with the conditions in paragraphs **T.2.e.** and **T.2.f.** above; and

(2) The date by which you must have flood insurance in effect.

U. Duplicate Policies Not Allowed

1. We will not insure your property under more than one **NFIP policy**.

If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:

a. If you choose to keep in effect the **policy** with the earlier effective date, you may also choose to add the coverage limits of the later **policy** to the limits of the earlier **policy**. The change will become effective as of the effective date of the later **policy**.

b. If you choose to keep in effect the **policy** with the later effective date, you may also choose to add the coverage limits of the earlier **policy** to the limits of the later **policy**. The change will be effective as of the effective date of the later **policy**.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the **Act** or your insurable interest, whichever is less.

We will pay a refund to you, according to applicable **NFIP** rules, of the premium for the **policy** not being kept in effect.

2. Your option under this Condition **U.** Duplicate Policies Not Allowed to elect which **NFIP policy** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such

circumstances will be adjusted according to the terms and conditions of the earlier **policy**. The **policy** with the later effective date will be canceled.

V. Loss Settlement

1. Introduction

This **policy** provides three methods of settling losses: Replacement Cost, Special Loss Settlement, and **Actual Cash Value**. Each method is used for a different type of property, as explained in **a.**-**c.** below.

a. Replacement Cost loss settlement, described in **V.2.** below, applies to **buildings** other than manufactured homes or travel trailers.

b. Special loss settlement, described in **V.3.** below, applies to a **residential condominium building** that is a travel trailer or a manufactured home.

c. **Actual Cash Value** loss settlement applies to all other property covered under this **policy**, as outlined in **V.4.** below.

2. Replacement Cost Loss Settlement

a. We will pay to repair or replace a damaged or destroyed **building**, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(1) The amount of insurance in this **policy** that applies to the **building**;

(2) The replacement cost of that part of the **building** damaged, with materials of like kind and quality, and for like occupancy and use; or

(3) The necessary amount actually spent to repair or replace the damaged part of the **building** for like occupancy and use.

b. We will not be liable for any loss on a Replacement Cost Coverage basis unless and until actual repair or replacement of the damaged **building** or parts thereof is completed.

c. If a **building** is rebuilt at a location other than the **described location**, we will pay no more than it would have cost to repair or rebuild at the **described location**, subject to all other terms of Replacement Cost loss settlement.

3. Special Loss Settlement

a. The following loss settlement conditions apply to a **residential condominium building** that is:

(1) A manufactured home or a travel trailer, as defined in **II.B.6.b.** and **c.**; and

(2) At least 16 feet wide when fully assembled and has an area of at least 600 square feet within its perimeter walls when fully assembled.

b. If such a **building** is totally destroyed or damaged to such an extent that, in our judgment, it is not economically feasible to repair, at least to its predamage condition, we will, at our discretion, pay the least of the following amounts:

(1) The lesser of the replacement cost of the manufactured home or travel trailer or 1.5 times the **actual cash value**; or

(2) The **building** limit of liability shown on your **Declarations Page**.

c. If such a manufactured home or travel trailer is partially damaged and, in our judgment, it is economically feasible to repair it to its predamage condition, we will settle the loss according to the Replacement Cost loss settlement conditions in **V.2.** above.

4. Actual Cash Value Loss Settlement

a. The types of property noted below are subject to **Actual Cash Value** loss settlement.

(1) Personal property;

(2) Insured property abandoned after a loss and that remains as debris at the **described location;**

(3) Outside antennas and aerials, awnings, and other outdoor equipment;

(4) Carpeting and pads;

(5) Appliances; and

(6) A manufactured or mobile home or a travel trailer as defined in **II.B.6.b.** or **c.** that does not meet the condition for Special Loss Settlement in **V.3.** above.

b. We will pay the least of the following amounts:

(1) The applicable amount of insurance under this **policy**;

(2) The **actual cash value** (as defined in **II.B.2.**); or

(3) The amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss.

IX. LIBERALIZATION CLAUSE

If we make a change that broadens your coverage under this edition of our **policy,** but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days before, or during, the **policy** term stated on the **Declarations Page**.

X. WHAT LAW GOVERNS

This **policy** and all disputes arising from the handling of any claim under the **policy** are governed exclusively by the flood insurance regulations issued by FEMA, the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001, et seq.), and Federal common law.

IN WITNESS WHEREOF, we have signed this **policy** below and hereby enter into this Insurance Agreement.

Edward L. Connor
Acting Federal Insurance Administrator
National Flood Insurance Program

CLAIM GUIDELINES IN CASE OF A FLOOD

For the protection of you and your family, the following claim guidelines are provided by the National Flood Insurance Program (NFIP). If you are ever in doubt as to what action is needed, consult your insurance representative or call the NFIP toll-free at 1-800-638-6620 or on the TDD line at 1-800-447-9487.

Know your insurance representative's name and telephone number. List them here for fast reference:

Insurance Representative _____

Representative's Phone Number_____

- Notify us or your insurance representative, in writing, as soon as possible after the flood.
- If you report to your insurance representative, remind him or her to assign the claim to an NFIP- approved claims adjuster. The NFIP pays for the services of the independent claims adjuster assigned to your claim.
- Determine the independent claims adjuster assigned to your claim and contact him or her if you have not been contacted within 24 hours after you reported the claim to your insurance representative.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party**(**ies), if the flooding resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss. This policy requires you to send us detailed proof of loss within 60 days after the loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the NFIP. Claims adjusters are not authorized to approve or deny claims; their job is to report to the NFIP on the elements of flood cause and damage.

At our option, we may accept an adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages to your insured property. You must sign the adjuster's report. At our option, we may require you to swear to the report.

NFIP Direct Processing Center
P.O. BOX 2965
Shawnee Mission, KS 66201-1365

WRIGHT
Wright National Flood Insurance Company Flood

A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

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0702834
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2000 11523 FLD RCBP

FLOOD DECLARATIONS PAGE
RENEWAL

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1151232293 11	1151232293	Residential Condominium Building Policy Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 5/10/26 To: 5/10/27 12:01 am Standard Time	04/30/2026	0702834	1151232293

Agent (954)776-2222
BROWN & BROWN INSURANCE
SERVICES INC
PO BOX 5727
FT LAUDERDALE FL 33310-5727

EDOCS.NULL@BBROWN.COM

BAYSHORE EMBASSY CONDOMINUM
13790 NW 4TH ST STE 102
SUNRISE FL 33325-6216

Property Location (if other than above) **Address may have been changed in accordance with USPS standards.**
550 BAYSHORE DR, CONDOMINIUM, FT LAUDERDALE FL 33304

Rating Information

Rate Category: Rating Engine
Primary Residence: N
Building Occupancy: Residential Condominium Building
Building Description: Entire Residential Condo Building

Property Description: Slab on Grade, 5 floors

Flood Risk: AE
First Floor Height: 1.3 ft
Method Used to Determine First Floor Height: Elevation Certificate
Date of Construction: 01/01/1970
Prior NFIP Claims: 0
Number of Units: 64
Replacement Cost Value: 12,193,900

Coverage		Deductible	Annual Premium
BUILDING	$12,800,000	$1,250	$34,389.00
CONTENTS	NO CONTENTS COVERAGE	INSURED DECLINED CONTENTS COVERAGE	$0.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

Coverage limitations may apply. See your Policy form for details.
Coinsurance penatly may apply. See your Policy Form for Details

ICC Premium:	$75.00
Mitigation Discount:	$1,710.00
Community Rating Discount:	$4,884.00
FULL RISK PREMIUM:	$27,870.00
Statutory Discounts	
Annual Increased Cap Discount:	$9,543.00
DISCOUNTED PREMIUM:	$18,327.00
Reserve Fund Assessment:	$3,299.00
Federal Policy Service Fee:	$1,580.00
HFIAA Surcharge	$250.00
TOTAL ANNUAL PAYMENT	$23,456.00

THIS IS NOT A BILL

Premium Paid by: Insured

Forms and Endorsements:

FFL 99.310 0224 0224 WFL 99.416 1021 1021 FFL 99.117 1021 1021

This policy is issued by NAIC company 11523
Wright National Flood Insurance Company A stock company
Copy Sent To: As indicated on back or additional pages, if any.

Patricia Templeton-Jones, President



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Company

FFL99.001 1025
0702834
4/30/26

09 1151232293 11

Agent (954)776-2222
BROWN & BROWN INSURANCE
SERVICES INC
PO BOX 5727
FT LAUDERDALE FL 33310-5727

Dear Mortgagee: The Reform Act of 1994 require you to notify the WYO company for this policy within 60 days of any changes in the servicer of this loan.

The above message applies only when there is a mortgagee on the insured location.

Special Provisions:

This policy covers only one building. If you have more than one building on your property, please make sure they are all covered. See III. Property Covered within your Flood policy for the NFIP definition of "building" or contact your agent, broker, or insurance company. Please refer to the policy for complete terms, conditions, and exclusions. A full, digital copy of your flood policy form is available at www.wrightflood.com/policyforms.html. The form which applies to your policy coverage is: Residential Condominium Building Policy Form

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit FloodSmart.gov/floodcosts.

Claims Information:
Please contact your agent or go to www.wrightflood.com to enter your claim as well as receive important information to mitigate the damage to your property. If you need to reach the insurance company the number is 1-800-725-9472.

To prevent delays in claim handling, it is important to make sure that your policy information is up to date and accurate. Contact your insurance agent or company to make changes to your policy or visit floodsmart.gov/flood to learn more about flood insurance.

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Company