

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

DEFINITIONS

The following definitions are added:

"Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are in, are on, or are contained in a good or product intended for consumption.

"Hurricane Occurrence"

A "hurricane occurrence":

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Catastrophic Ground Cover Collapse"

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. Structural damage, other than settling or cracking, of a building or structure insured under this policy, including the foundation; and
- d. The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

SECTION I – PROPERTY COVERAGES

Paragraph E.10.k.(2)(d) is deleted in Form HO 00 05 only.

E. Additional Coverages

The following Additional Coverage is added:

"Fungi", Wet Or Dry Rot, Or Bacteria

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.

- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

In Form **HO 00 06**:

Paragraph **D.7.a.** is replaced by the following:

D. Additional Coverages

7. Loss Assessment

- a. We will pay up to \$2,000 per occurrence for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The maximum amount of any unit-owner's loss assessment coverage that can be assessed for any one property loss, regardless of the number of assessments, shall be an amount equal to your unit-owner's loss assessment coverage limit in effect one day before the date the loss occurred. Any changes to the limits of your unit-owner's loss assessment coverage made on or after the day before the date of the occurrence are not applicable to such loss.

The deductible amount, not to exceed the lesser of:

- (3) The deductible amount under this policy equal to that which applies to the peril of fire; or
- (4) \$250;

applies to loss covered under this Additional Coverage. We will pay only that part of the total of all loss payable under this Additional Coverage that exceeds that deductible amount. However, if a deductible was or will be applied to other property loss sustained by you resulting from the same direct loss, then no deductible applies to this coverage.

SECTION I – PERILS INSURED AGAINST

In Forms **HO 00 02**, **HO 00 04** and **HO 00 06**:

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph **b.(5)** in Forms **HO 00 02** and **HO 00 06 (b.(4))** in Form **HO 00 04** is replaced by the following:

- (5) To a building caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form **HO 00 03**:

A. Coverage A – Dwelling And Coverage B – Other Structures

Paragraph **2.c.(5)** is replaced by the following:

- (5) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.c.(6)(c)** is replaced by the following:

- (c) Smog, rust or other corrosion;

B. Coverage C – Personal Property

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph **b.(4)** is replaced by the following:

- (4)** Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For Coverage **C**, the following peril is added:

17. "Catastrophic Ground Cover Collapse"

In Form **HO 00 05**:

A. Under Coverages **A, B** and **C**:

Paragraph **2.d.** is replaced by the following:

- d.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.e.(3)** is replaced by the following:

- (3)** Smog, rust or other corrosion;

In Form **HO 00 04** with **HO 05 26**:

Paragraph **2.d.** is replaced by the following:

- d.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.j.(3)** is replaced by the following:

- (3)** Smog, rust or other corrosion;

In Form **HO 00 06** with **HO 17 51**:

For Coverage **C**:

Paragraph **3.d.** is replaced by the following:

- d.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **3.j.(3)** is replaced by the following:

- (3)** Smog, rust or other corrosion;

In Form **HO 00 06** with **HO 17 52**:

For Coverage **A**:

Paragraph **2.c.(5)** is replaced by the following:

- (5)** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.c.(6)(c)** is replaced by the following:

- (c)** Smog, rust or other corrosion;

In Forms **HO 00 02**, **HO 00 04** and **HO 00 06**, the following peril is added:

17. "Catastrophic Ground Cover Collapse"

SECTION I – EXCLUSIONS

Paragraph **2.** is replaced by the following:

2. Earth Movement

"Earth movement" means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Landslide, mudslide or mudflow;
- c.** Subsidence or sinkhole; or
- d.** Any other earth movement, including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion 2. does not apply to loss by:

- a. Theft; or
- b. "Catastrophic ground cover collapse".

The following exclusion is added:

"Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverages under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

SECTION I – CONDITIONS

C. Loss Settlement

In Forms **HO 00 02**, **HO 00 03** and **HO 00 05**:

Paragraph 2.d. is replaced by the following:

- d. We will settle the loss as follows:
 - (1) If the Mobilehome Endorsement is not made a part of this policy, we will settle the loss as noted in 2.a. and b. of this provision whether or not actual repair or replacement is complete.
 - (2) If the Mobilehome Endorsement is made a part of this policy:
 - (a) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. of this provision.

However, if the cost to repair or replace the damage is both:

- (i) Less than five percent of the amount of insurance in this policy on the building; and
- (ii) Less than \$2,500;

we will settle the loss according to the provisions of 2.a. and b. of this provision whether or not actual repair or replacement is complete.

- (b) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition C. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

Paragraph 2.e. is deleted.

In Form **HO 00 06**:

Paragraph 2. is replaced by the following:

- 2. Coverage **A** – Dwelling, at the actual cost to repair or replace.

In this provision, the terms "repaired" and "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10**. Ordinance Or Law under Section I – Property Coverages.

Paragraph **E. Appraisal** is replaced by the following:

E. Mediation Or Appraisal

If you and we:

- 1. Are engaged in a dispute regarding a claim under this policy, either party may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible, or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within three business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the total cost for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay your actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

2. Fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will 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 "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the 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 the loss.

Each party will:

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

In Form **HO 00 06**:

Paragraph **F. Other Insurance And Service Agreement** is replaced by the following:

F. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by other insurance or a service agreement covering the same property, this insurance will be excess over the amount recoverable under such other insurance or service agreement.

However, if a loss covered by this policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of such insurance covering the loss.

Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

Paragraph **G. Suit Against Us** is replaced by the following:

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within five years after the date of loss.

Paragraph **H. Our Option** is replaced by the following:

H. Our Option

If at the time of loss:

1. The Mobilehome Endorsement is made a part of this policy, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
2. The Mobilehome Endorsement is not made a part of this policy and the damaged property is:
 - a. Not insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, Loss Settlement, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
 - b. Insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, Loss Settlement, we will pay the amount of loss, whether or not you repair or replace the damaged property.

Paragraph **I. Loss Payment** is replaced by the following:

I. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earliest of the following:

1. 20 days after we receive your proof of loss and reach written agreement with you;
2. 60 days after we receive your proof of loss and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award or a mediation settlement with us; or
3. If payment is not denied, within 90 days after we receive notice of claim. However, this provision (**I.3.**) does not apply if factors beyond our control reasonably prevent such payment.

Paragraph **Q. Concealment Or Fraud** is replaced by the following:

Q. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or
 3. Made material false statements;
- relating to this insurance.

(This is Paragraph P. in HO 00 04.)

SECTION II – EXCLUSIONS

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Paragraph 8. **Controlled Substances** is replaced in all forms and Endorsement HO 24 73 by the following:

8. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

(This is Exclusion 9. in HO 24 73.)

SECTION II – CONDITIONS

Paragraph A. **Limit Of Liability** is replaced by the following:

A. Limit Of Liability

1. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Limit Of Liability for Coverage E as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

2. Sublimit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage E for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage E limit of liability.

3. The limit of liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Limit Of Liability for Coverage F as shown in the Declarations.

This condition does not apply with respect to damages arising out of "fungi", wet or dry rot, or bacteria when Endorsement HO 03 34 is attached.

Paragraph J. **Concealment Or Fraud** is replaced by the following:

J. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made material false statements;

relating to this insurance.

SECTIONS I AND II – CONDITIONS

Paragraph C. **Cancellation** is replaced by the following:

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.
 - b. If:
 - (1) There has been a material misstatement or fraud related to the claim;
 - (2) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
 - (3) We have paid policy limits;

we may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.

- c. We shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision **(C.2.c.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- 3. If the conditions described in Paragraph **C.2.** do not apply, we may cancel only for the following reasons:

- a. When this policy has been in effect for 90 days or less, we may cancel immediately if:

- (1) There has been a material misstatement or misrepresentation or failure to comply with underwriting requirements; and
- (2) The "residence premises" has not been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice.

- b. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

- (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

- (c) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

- (i) The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
- (ii) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

Except as provided in Paragraphs **C.3.a.** and **C.3.b.(1)** of this provision, we will let you know of our action at least:

- (a) 180 days before the date cancellation takes effect if the "residence premises" has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice; or
 - (b) 20 days before the date cancellation takes effect in all other cases.
- (3) When this policy has been in effect for more than 90 days, we may cancel:
 - (a) If there has been a material misstatement;
 - (b) If the risk has changed substantially since the policy was issued;
 - (c) In the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
 - (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;

- (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (g) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim, if:
 - (i) The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (ii) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

We will provide the following notice:

- (a) If the "residence premises" has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice, we will let you know at least 180 days before the date cancellation takes effect.
- If Paragraph (a) does not apply, and:
- (b) If the date of cancellation becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the date cancellation takes effect; or
 - (c) If the date of cancellation becomes effective on or after June 1 and before December 1, we will let you know:
 - (i) At least 100 days before the date cancellation takes effect; or

- (ii) By June 1;
whichever is earlier.

If more than one notice requirement applies, we will provide the broadest notice.

- 4. If the date of cancellation becomes effective during a "hurricane occurrence":
 - a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
 - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the policy remains in effect.
- However, this provision (C.4.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".
- 5. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - 6. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

Paragraph D. **Nonrenewal** is replaced by the following:

D. Nonrenewal

- 1. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.
 - a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", we may elect not to renew this policy only if:
 - (1) You have not paid the renewal premium;
 - (2) There has been a material misstatement or fraud related to the claim;

(3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

(4) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the policy.

b. We shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision (D.1.b.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

c. If the conditions described in Paragraph 1.a. do not apply, we may elect not to renew this policy by providing the following notice before the expiration date of this policy:

(1) If the "residence premises" has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice, we will let you know at least 180 days before the expiration date of this policy;

(2) If we elect not to renew this policy due to a revision in coverage for sinkhole loss or "catastrophic ground cover collapse" based on the 2007 changes in the Florida Insurance Laws, we will let you know at least 100 days before the expiration date of this policy;

(3) If:

(a) The date of nonrenewal becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the expiration date of this policy; or

(b) The date of nonrenewal becomes effective on or after June 1 and before December 1, we will let you know:

(i) At least 100 days before the expiration date of this policy; or

(ii) By June 1;

whichever is earlier.

If more than one notice requirement applies, we will provide the broadest notice.

2. We will not nonrenew this policy:

a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

c. On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:

(1) The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

3. If the date of nonrenewal becomes effective during a "hurricane occurrence":

a. The expiration date of this policy will not become effective until the end of the "hurricane occurrence"; and

b. We shall be entitled to collect additional premium for the period the policy remains in effect.

However, this provision (D.3.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

The following condition is added:

H. Renewal Notification

If we elect to renew this policy, we will let you know, in writing:

1. Of our decision to renew this policy; and

2. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.