

COVERAGE B – PERSONAL PROPERTY

Item 1.a. under **B1 – Limited Replacement Cost Loss Settlement**, is replaced by the following:

- a. We will pay the cost to repair or replace property covered under **COVERAGE B – PERSONAL PROPERTY** without deduction for depreciation and whether or not you replace the property, except for property listed in item b. below.

SECTION I – CONDITIONS

The following is added to item 2., **Your Duties After Loss**:

- f. if hurricane or windstorm coverage is provided by this policy or by endorsement, give notice to us or our agent of any windstorm or hurricane loss, including, but not limited to, initial, supplemental and reopened claims, in accordance with policy requirements and within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

Item 4., **Appraisal**, is replaced by the following:

4. **Appraisal.** If you and we fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. A demand for appraisal must be in writing. You must comply with **Your Duties After Loss** before making a demand.

Each party will select a **qualified, disinterested appraiser** and notify the other of the appraiser's identity within 20 days of receipt of the written demand. Each party shall be responsible for the compensation of their selected appraiser. The two appraisers shall then select a **qualified, disinterested umpire**. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire. Reasonable expenses of the appraisal and the **reasonable compensation of the umpire** shall be paid equally by you and us.

The appraisers shall then set the amount of the loss. The amount of the loss is determined by the actual cash value, market value or replacement cost of the loss according to the applicable Loss Settlement provision. If a dispute exists regarding the extent of the damages or whether any part of the loss is covered by the policy, the appraisers will **itemize the damages** according to the scope of the loss specified by each party. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within 30 days, unless the time is extended by mutual agreement, they shall submit their differences to the umpire.

Written agreement signed by any two of these three shall set the amount of the loss.

Appraisal is only available to determine the actual cash value, market value or replacement cost of the loss, and **has no effect on matters of coverage**. Appraisal is a non-judicial proceeding and neither party will be awarded attorney fees or be subject to an entry of judgment in a court. We do not waive any of our rights by submitting to an appraisal.

The following is added to item 8., **Loss Payment**:

If we do not pay or deny a loss within 90 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you and no factors beyond our control would reasonably prevent us from making payment, interest will be paid in accordance with Section 627.70131(5) of the Florida Insurance Code.

SECTION II – LIABILITY COVERAGES

SECTION II – ADDITIONAL COVERAGES

Items 1.a., 1.c. and 1.d. are replaced by the following:

1. **Claim Expenses.** We pay:
 - a. expenses we incur and costs taxed against an **insured** in suits we defend. Taxed costs do not include attorney fees;
 - c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding us in the investigation or defense of claims or suits;
 - d. interest the **insured** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages we pay; or
 - (2) the Coverage L limit; and

SECTION II – CONDITIONS

Item 1., **Limit of Liability**, is replaced by the following:

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury or property damage** first occurs, regardless of the number of **insureds**, claims made or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.