
FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL INSURANCE ADMINISTRATION

**RESIDENTIAL
CONDOMINIUM
BUILDING
ASSOCIATION
POLICY**

**NATIONAL FLOOD
INSURANCE PROGRAM**

**STANDARD FLOOD INSURANCE POLICY
[Issued Pursuant to the National Flood Insurance
Act of 1968, or Any Acts Amendatory Thereof
(Hereinafter Called the Act), and Applicable
Federal Regulations in Title 44 of the Code of
Federal Regulations, Subchapter B]**



**STANDARD FLOOD INSURANCE POLICY
RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY FORM**

IMPORTANT CHANGES

1. **Article 4 – Property Covered:** Coverage D – Increased Cost of Compliance, formerly provided by a mandatory endorsement (Endorsement Number One), has now been incorporated into the policy. This coverage is for consequential loss brought on by a floodplain management ordinance or law affecting repair and reconstruction that involves elevation, floodproofing, relocation, or demolition (or any combination thereof) of a structure, after a direct loss caused by a “flood” as defined by this policy.

2. **Article 7 – Deductibles:** The standard deductibles for building and contents coverages for subsidized policies (risks in an Emergency Program community or in a Special Flood Hazard Area using Pre-FIRM rates) have been increased from \$750 to \$1,000 (as formerly provided for in mandatory Endorsement Number Two). All new and renewal subsidized policies effective on or after May 1, 1998, are subject to the new standard deductibles. Policyholders who wish to reduce their deductibles may opt to purchase a \$500 deductible separately for building and contents coverages for an additional premium.

POLICY CONDITIONS OF SPECIAL NOTE

1. Coverage for losses caused by land subsidence, sewer backup, or seepage of water is subject to additional deductibles of \$250.00 (applied separately to each building and contents loss) as provided for in Article 7 and subject to the following conditions:

a) There is a general and temporary condition of flooding in the area.

b) The flooding is the proximate cause of the land subsidence, sewer backup, or seepage of water.

c) The land subsidence, sewer backup, or seepage damage occurs no later than 72 hours after the flood has receded.

d) The insured building must be insured, at the time of the loss, for at least 80% of its replacement cost or the maximum amount of insurance available under the National Flood Insurance Program. (See Article 3, Paragraph B.3., Losses Not Covered.)

2. Coverage for additions and extensions is restricted to those attached to the building by means of a common wall. (Article 4, Coverage A, Paragraph 2.) This is further

clarified in regard to decks in Article 6, Paragraph D.2., which has been revised to specifically exclude coverage for decks.

3. The coinsurance clause will require the insured condominium association to share in the flood loss if the building is not insured to the maximum available under the National Flood Insurance Program or to 80 percent of the replacement cost. (See Article 9.)

4. Coverage under this Residential Condominium Building Association Policy is limited to residential condominium buildings, i.e., those buildings wherein at least 75% of the total floor area within the building is residential, and which are located in Regular Program communities.

5. Residential condominium buildings which do not meet the requirement that at least 75% of the total floor area be residential and/or which are located in Emergency Program communities can only be insured using the General Property Policy Form.

SCOPE OF BASEMENT AND ELEVATED BUILDING ENCLOSURE COVERAGE

NOTICE: This policy provides only **LIMITED COVERAGE** in basements and for the enclosed areas below elevated Post-FIRM buildings, as set forth below. (See Article 6, Paragraph F.)

BUILDING AND CONTENTS ELEMENTS COVERED:

- FOUNDATION ELEMENTS
- REQUIRED UTILITY CONNECTIONS
- SUMP PUMPS
- WELL WATER TANKS AND PUMPS
- OIL TANKS AND THE OIL IN THEM
- CISTERNS AND THE WATER IN THEM
- NATURAL GAS TANKS AND THE GAS IN THEM
- PUMPS AND/OR TANKS USED IN CONJUNCTION WITH SOLAR ENERGY
- FURNACES
- HOT WATER HEATERS
- CLOTHES WASHERS AND DRYERS
- FOOD FREEZERS AND THE FOOD IN THEM
- AIR CONDITIONERS
- HEAT PUMPS
- ELECTRICAL JUNCTION AND CIRCUIT BREAKER BOXES
- CLEAN-UP
- ELEVATORS, DUMBWAITERS, AND EQUIPMENT, EXCEPT FOR SUCH EQUIPMENT LOCATED BELOW THE BASE FLOOD LEVEL, IF SUCH EQUIPMENT WAS INSTALLED ON OR AFTER OCTOBER 1, 1987

ELEMENTS COVERED IN BASEMENTS ONLY:

- UNPAINTED DRYWALLS AND SHEETROCK WALLS, INCLUDING FIBERGLASS INSULATION, AND CEILINGS (COVERAGE OF BASEMENT WALLS IS LIMITED TO REPLACING THEM IN AN UNFINISHED, UNPAINTED CONDITION)

ELEMENTS NOT COVERED IN BASEMENTS AND ELEVATED BUILDING ENCLOSURES (SEE NOTE):

- CONTENTS
- IMPROVEMENTS SUCH AS FINISHED WALLS, FLOORS, AND CEILINGS
- BUILDING EQUIPMENT AND FIXTURES NOT SPECIFICALLY COVERED

NOTE: IN THE CASE OF ELEVATED BUILDINGS, COVERAGE LIMITATION APPLIES ONLY TO POST-FIRM ELEVATED BUILDINGS IN SPECIAL HAZARD AREAS DESIGNATED AS ZONES A1-30 (AE), AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-30, AND V1-30 (VE).

FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL INSURANCE ADMINISTRATION

STANDARD FLOOD INSURANCE POLICY

[Issued Pursuant to the National Flood Insurance Act of 1968, or Any Acts Amendatory Thereof (Hereinafter Called the Act), and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B]

**RESIDENTIAL CONDOMINIUM BUILDING
ASSOCIATION POLICY**

READ THE POLICY CAREFULLY. THE COVERAGE 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 AS AN EMERGENCY PROGRAM COMMUNITY AT TIME OF RENEWAL, THIS POLICY CANNOT BE RENEWED.

INSURING AGREEMENT

AGREEMENT OF INSURANCE between the Federal Emergency Management Agency (FEMA), as Insurer, and the Insured.

The Insurer insures the Insured against all **DIRECT PHYSICAL LOSS BY OR FROM FLOOD** to the insured property, based upon:

1. The Insured having paid the correct amount of premium; and
2. The Insurer's reliance on the accuracy of the information and statements the Insured has furnished; and

3. All the terms of this **policy**, the National Flood Insurance Act of 1968, as amended, and Title 44 of the Code of Federal Regulations.

On this basis, the Insured is insured up to the lesser of:

1. The **actual cash value**, except as provided in Article 8, not including any antique value, of the property at the time of loss; or
2. 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.

ARTICLE 1 - PERSONS INSURED

The following are insured under this **policy**:

A. The named Insured **condominium association, unit owners** in the insured **residential condominium building** and legal representatives;

B. Any mortgagee and trustee named in the **application and declarations page**, as well as any other mortgagee or loss payee determined to exist at the time of a loss (See Article 10, paragraph L.), in the order of precedence and to the extent of their interest but for no more, in the aggregate, than the interest of the named Insured.

ARTICLE 2 - DEFINITIONS

AS USED IN THIS POLICY:

"**Act**" means the National Flood Insurance Act of 1968 and any acts amendatory thereof.

"**Actual Cash Value**" means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged.

"**Application**" means the statement made and signed by the Insured, or the Insured's agent, and giving information on the basis of which the Insurer determines the acceptability of the risk, the **policy** to be issued and the correct premium payment, which must accompany the **application** in order for the **policy** to be issued. The **application** is a part of this **flood insurance policy**.

"**Association**" means the group of **unit** owners which manages the described **Residential Condominium Building**.

"**Base flood**" means the **flood** having a one percent chance of being equalled or exceeded in any given year.

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

"**Building**" means a **walled and roofed** structure, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, including a **walled and roofed building** in the course of construction, alteration or repair and a **manufactured** (i.e., **mobile**) **home** on a permanent foundation, subject to [Article 6](#), paragraph H.

"**Cancellation**" means that ending of the insurance coverage provided by this **policy** prior to the **expiration date**.

"**Coastal High Hazard Area**" means an area subject to high velocity waters, including hurricane wave wash and tsunamis.

"**Coinsurance**" means that the Insurer's liability for loss under the **policy** shall be in an amount which is of no greater proportion to the amount of loss than the amount of insurance which the Insured has purchased to cover the property bears, at the time of loss, to the value of the insured property under the terms and conditions of this policy, provided, if the property is insured at the time of loss in an amount equal to the lesser of 80% or more of

its full replacement cost or the maximum amount of insurance available under the **National Flood Insurance Program**, the loss will be adjusted, subject to the **policy's** limit of coverage and all of the other terms and conditions of the **policy**, as if the amount of insurance and the value of the insured property are equal.

"**Condominium**" means a system of individual ownership of **units** in a multi-unit **building** or **buildings** or in single-unit **buildings** as to which each unit owner in the **condominium** has an undivided interest in the common areas of the **building(s)** and facilities that serve the **building(s)**.

"**Declarations Page**" is a computer generated summary of information furnished by the Insured in the **application** for insurance. The **declarations page** also describes the term of the **policy**, limits of coverage, and displays the premium and the name of the Insurer. The **declarations page** is a part of this **flood insurance policy**.

"**Direct Physical Loss By or From Flood**" means any loss in the nature of actual loss of or physical damage, evidenced by physical changes, to the insured property (**building** or personal property) which is directly and proximately caused by a "**flood**" (as defined in this **policy**).

"**Elevated Building**" means a non-basement **building** which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"**Emergency Program Community**" means a community wherein a Flood Hazard Boundary Map (FHBM) is in effect and only limited amounts of insurance are available under the **Act**.

"**Expense Constant**" means a flat charge per **policy** term, paid by the Insured to defray the Federal Government's policywriting and other expenses.

"**Expiration Date**" means the ending of the insurance coverage provided by this **policy** on the **expiration date** shown on the **declarations page**.

"**Federal policy fee**" means a flat charge per **policy** term, paid by the Insured to defray certain administrative expenses incurred in carrying out the **National Flood Insurance Program** not covered by the **expense constant**. This fee was established by section

1307(a)(1)(B)(iii) of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4014, and is not subject to producers' commissions, expense allowances, or state or local premium taxes.

"Flood" means:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in subparagraph A-2 above and are akin to 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 and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in flooding as defined in subparagraph A-1 above.

"Improvements" means fixtures, alterations, or additions comprising a part of the insured **building**, including the **units** within the insured **building**.

"Manufactured home" means a **building** transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term **"manufactured home"** does not include park trailers, and other similar vehicles. To be eligible for coverage under this **policy**, a **manufactured home** must be on a permanent foundation and, if located in a FEMA designated **Special Hazard Area**, must meet the requirements of paragraph H. of Article 6.

"Mobile Home" means a **manufactured home**.

"National Flood Insurance Program" means 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.

"Policy" means the entire written contract between the Insured and the Insurer, including this printed form, the **application**, and **declarations page**, any endorsements which may be issued and any renewal certificates indicating that coverage has been instituted for a new **policy** and **policy** term. Only one **building**, specifically

described by the Insured in the **application**, may be insured under this **policy**, unless application to cover more than one **building** is made on a form or in a format approved for that purpose by the Federal Insurance Administrator.

"Post-FIRM building" means a **building** for which the start of construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of the initial Flood Insurance Rate Map (FIRM) for the community in which the **building** is located, whichever is later.

"Pre-FIRM rated building" means a **building** for which the start of construction or substantial improvement occurred on or before December 31, 1974, or before the effective date of the initial FIRM for the community in which the **building** is located, whichever is later.

"Probation Additional Premium" means a flat charge per **policy** term paid by the Insured on all new and renewal **policies** issued covering property in a community that has been placed on probation under the provisions of 44 CFR 59.24.

"Regular Program Community" means a community wherein a FIRM is in effect and full limits of coverage are available under the **Act**.

"Residential Condominium Building" means a **building** owned by the members of a **condominium association** containing one or more residential **units** and in which at least 75% of the floor area within the **building** is residential.

"Residential Condominium Building Association Policy" means a **policy** of **flood** insurance coverage issued to an **Association** pursuant to the **Act**.

"Special hazard area" means an area having special **flood**, mudslide (i.e., mudflow), and/or **flood**-related erosion hazards, and shown on a FHBM or FIRM as Zone A, AO, A1-30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-30, VO, V1-30, VE, V, M or E.

"Unit" means a single family dwelling **unit** in a **Residential Condominium Building**.

"Valued policy" means a **policy** contract in which the Insurer and the Insured agree on the value of the property insured, that value being payable in event of total loss.

"Walled and Roofed" means the **building** has in place two or more exterior, rigid walls and the roof is fully secured so that the **building** will resist flotation, collapse and lateral movement.

ARTICLE 3 - LOSSES NOT COVERED

The Insurer only provides coverage for **direct physical loss by or from flood** which means the following are not covered:

A. Compensation, reimbursement or allowance for:

1. Loss of use of the insured property or premises.
2. Loss of access to the insured property or premises.
3. Loss of profits.
4. Loss resulting from interruption of business, profession, or manufacture.
5. Any additional living expenses incurred while the insured **building** is being repaired or is uninhabitable for any reason.
6. Any increased cost of repair or reconstruction as a result of any ordinance regulating reconstruction or repair, except as provided in Coverage D – Increased Cost of Compliance.
7. Any other economic loss.

B. Losses from other casualties, including loss caused by:

1. Theft, fire, windstorm, wind, explosion, earthquake, land sinkage, landslide, destabilization or movement of land resulting from the accumulation of water in subsurface land areas, gradual erosion, or any other earth movement except such mudslides (i.e., mudflows) or erosion as is covered under the peril of **flood**.
2. Rain, snow, sleet, hail or water spray.
3. Land subsidence, sewer backup, or seepage of water unless, subject to additional deductibles as provided for at Article 7, (a) there is a general and temporary condition of flooding in the area, (b) the flooding is the proximate cause of the land subsidence, sewer backup, or seepage of water, (c) the land subsidence, sewer backup, or seepage of water damage occurs no later than 72 hours after the **flood** has receded, and (d) the insured **building** must be insured, at the time of the loss, for at least 80

percent of its replacement cost or the maximum amount of insurance available under the **National Flood Insurance Program**.

4. Freezing, thawing, or the pressure or weight of ice or water.

5. Water, moisture, mildew, mold or mudslide (i.e., mudflow) damage resulting primarily from any condition substantially confined to the insured **building** or from any condition which is within the Insured's control (including but not limited to design, structural or mechanical defects, failures, stoppages or breakages of water or sewer lines, drains, pumps, fixtures or equipment).

C. Losses of the following nature:

1. A loss which is already in progress as of 12:01 A.M. of the first day of the **policy** term, or, as to any increase in the limits of coverage which is requested by the Insured, a loss which is already in progress as of 12:01 A.M. on the date when the additional coverage becomes effective.
2. A loss from a **flood** which is confined to the premises on which the insured property is located unless the **flood** is displaced over two acres of the premises.
3. A loss caused by the Insured's modification to the insured property which materially increases the risk of flooding.
4. A loss caused intentionally by the Insured.
5. A loss caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on the premises where the described **building** or **unit** is located, caused by a **flood**.
6. A loss to any **building** or contents located on property leased from the Federal Government, arising from or incident to the flooding of the property by the Federal Government where the lease expressly holds the Federal Government harmless, under **flood** insurance issued under any Federal Government program, from loss arising from or incident to the flooding of the property by the Federal Government.

ARTICLE 4 - PROPERTY COVERED
(Subject to ARTICLES 3, 5 and 6 Provisions,
Which Also Apply to the Other Articles, Terms, and
Conditions of This Policy, Including the Insuring Agreement)

COVERAGE A - BUILDING PROPERTY

This **policy** covers the **Residential Condominium Building** (the "**building**") at the premises which is described in the **application**, and includes:

1. The entire **building**, for its real property elements, including all **units** within the **building** and the **improvements** within the **units**.
2. Additions and extensions attached to and in contact with the **building** by means of a common wall (but see Article 6, paragraph D.2.).
3. Fixtures, machinery and equipment, including the following property, all while within the **building**, including its **units**, as to which coverage is not provided under "Coverage B - PERSONAL PROPERTY":
 - o Furnaces
 - o Wall Mirrors Permanently Installed
 - o Permanently Installed Corner Cupboards, Bookcases, Paneling, and Wallpaper
 - o Ventilating Equipment
 - o Fire Extinguishing Apparatus
 - o Venetian Blinds
 - o Central Air Conditioners
 - o Awnings and Canopies
 - o Elevator Equipment
 - o Fire Sprinkler Systems
 - o Outdoor Antennas and Aerials
 - o Pumps and Machinery for Operating them
 - o Carpet Permanently Installed Over Unfinished Flooring
 - o In the **Units** Within the **Building**, Installed:
 - oo Built-in Dishwashers
 - oo Garbage Disposal Units
 - oo Hot Water Heaters
 - oo Kitchen Cabinets
 - oo Built-in Microwave Ovens
 - oo Plumbing Fixtures
 - oo Radiators
 - oo Ranges
 - oo Refrigerators
 - oo Stoves
4. Materials and supplies to be used in constructing, altering or repairing the **building** while stored inside a fully enclosed **building**:
 - a. At the property address; or
 - b. On an adjacent property at the time of loss; or
 - c. In case of another **building** at the property address which does not have walls on all sides, while stored and secured to prevent flotation out of the **building** during flooding (the flotation out of the **building** shall be deemed to establish the conclusive presumption that the materials and supplies were not reasonably secured to prevent flotation, in which case no coverage is provided for such materials and supplies under this **policy**).
5. A **building** in the course of construction before it is **walled and roofed** subject to the following conditions:
 - a. The amount of the deductible for each loss occurrence before the **building** is **walled and roofed** is two times the deductible which is selected to apply after the **building** is **walled and roofed**;
 - b. Coverage is provided before the **building** is **walled and roofed** only while construction is in progress, or if construction is halted, only for a period of up to 90 continuous days thereafter, until construction is resumed; and
 - c. There is no coverage before the **building** is **walled and roofed** where the lowest floor, including **basement** floor, of a non-elevated **building** or the lowest elevated floor of an **elevated building** is below the **base flood** elevation in Zones AH, AE or A1-30 or is below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-30. The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-30 and the top of the floor in Zones AH, AE or A1-30.

COVERAGE B - PERSONAL PROPERTY

A. Subject to paragraphs B. and C. below, this **policy** covers personal property which is in or on the insured, fully enclosed **building** and is:

1. Owned by the **unit** owners of the **condominium** in common, i.e., as to which each **unit** owner has an undivided ownership interest; or

2. Owned solely by the **Condominium Association** and used exclusively in the conduct of the business affairs of the **condominium**.

3. Such personal property is also covered while stored at a temporary location, as expressly authorized under this **policy** (see Article 5, paragraph B.2.).

B. Coverage for personal property includes the following property, whether owned by the **Association** or **unit** owner and subject to paragraph A. 1. and 2., above, for which coverage is not provided (irrespective of the manner in which the property is installed in or adapted to the **building**) under "COVERAGE A - BUILDING PROPERTY":

- Clothes Washers
- Clothes Dryers
- Food Freezers
- Air Conditioning Units Installed in the **Building**
- Portable Dishwashers

- Carpet, including wall-to-wall carpet, over finished flooring and whether or not it is permanently installed
- Carpet not permanently installed over unfinished flooring
- Outdoor equipment and furniture stored inside the dwelling or another fully enclosed **building** at the property address
- Portable microwave ovens and "cook-out" grills, ovens and the like

C. **Limitations.** Under this "COVERAGE B - PERSONAL PROPERTY," the Insured shall not be reimbursed for loss as to the following personal property to the extent the loss to any one or more of such property exceeds, individually or in total, \$250.00:

- Artwork, including but not limited to, paintings, etchings, pictures, tapestries, art glass windows including their frames, statuary, marbles, and bronzes;
- Rare books;
- Necklaces, bracelets, gems, precious or semi-precious stones, watches, articles of gold, silver, or platinum; or
- Furs or any article containing fur which represents its principal value.

COVERAGE C - DEBRIS REMOVAL

This insurance covers expense incurred in the removal of debris of, or on, or from the **building** or personal property covered hereunder, which may be occasioned by loss caused by a **flood**. Under these provisions coverage extends to:

1. Non-owned debris from beyond the boundaries of the described premises which is physically on the insured property (i.e., on the **building** or the personal property).

2. Parts of the insured property anywhere:

- a. On the described premises; and
- b. On property beyond the boundaries of the described premises.

The total liability under this **policy** for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this **policy** to the property covered.

COVERAGE D - INCREASED COST OF COMPLIANCE

Increased Cost of Compliance coverage (Coverage D) is for the consequential loss brought on by a floodplain management ordinance or law affecting repair and reconstruction involving elevation, floodproofing, relocation, or demolition (or any combination thereof) of a structure, after a direct loss caused by a "flood" as defined by this policy. {Floodproofing activities eligible for Coverage D and referred to hereafter in this policy are limited to residential structures with basements that satisfy the criteria of 44 CFR 60.6 (b) or (c) and to non-residential structures.}

The limit of liability under this Coverage D (Increased Cost of Compliance) is \$15,000. This coverage is only applicable to policies with building coverage (Coverage A) and is in addition to the building limit you selected on your application and appears on the Declarations Page. No separate deductible applies. The maximum amount collectible under this policy for both Coverage A (Building Property) and Coverage D (Increased Cost of Compliance), however, cannot exceed the maximum permitted under the Act.

ELIGIBILITY

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

1. be a structure that is a repetitive loss structure. A "repetitive loss structure" means a structure, covered by a contract for flood insurance issued pursuant to the Act, that has incurred flood-related damage on 2 occasions during a 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event. In addition to the current claim, the National Flood Insurance Program (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% of the market value of the structure at the time of the flood event. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

This Coverage D will not pay for Increased Cost of Compliance to meet State or community floodplain management laws or ordinances which exceed the minimum criteria at 44 CR 60.3, except as provided in 1. above or a. or b. as follows:

a. 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 respond 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.

b. elevation or floodproofing above the base flood elevation is meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the base flood elevation.

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 this Coverage 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 (7).

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 prior to the present loss from the applicable floodplain management requirements.

CONDITIONS

1. When a structure covered under Coverage A - Building Property sustains a loss caused by a "flood" as defined by this policy, our payment for the loss under this

Coverage D will be for the increased cost to elevate, floodproof, relocate, demolish, or any combination thereof, caused by 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 or a portion thereof caused by 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.

2. 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.

EXCLUSIONS

Under this Coverage D (Increased Cost of Compliance) we will not pay for:

(1) The cost associated with enforcement of any floodplain management ordinance or law in communities participating in the Emergency Program.

(2) 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. Pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste. Waste includes but is not limited to materials to be recycled, reconditioned, or reclaimed.

(3) The loss in value to any covered building or other structure due to the requirements of any ordinance or law.

(4) 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.

(5) Any Increased Cost of Compliance under this Coverage D:

(a) Until the covered building is actually elevated, floodproofed, demolished, or relocated on the same or to another premises; and

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

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

(7) 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.

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

(9) 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.

(10) Any structure insured under a Group Flood Insurance Policy issued pursuant to 44 CFR 61.17.

OTHER PROVISIONS

(1) Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the 80% replacement cost requirement for replacement cost coverage under Article 9 or for payment under Article 3.B.3 for loss from land subsidence, sewer backup, or seepage of water.

(2) All other conditions and provisions of the policy apply.

ARTICLE 5 - SPECIAL PROVISIONS APPLICABLE TO COVERAGES A, B, AND C

A. This policy is not a valued policy. Loss will be paid, provided the Insured has purchased a sufficient amount of coverage, i.e., in an amount equal to the lesser

of the value of the damaged property under the terms and conditions of this **policy** (and regardless of whether the

amount of insurance purchased is greater than such value) or the limit of coverage permitted under the **Act**.

B. Insured Property, Covered Locations. The **building** and personal property are covered while the property is located:

1. At the property address shown on the **application**; and

2. For 45 days at another place above ground level or outside of the **special hazard area**, to which any of the insured property shall necessarily be removed in order to protect and preserve it from **flood**, due to the imminent danger of **flood** (provided, personal property so removed must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements to be insured against loss), in which case the reasonable expenses incurred by the Insured, including the value of its own labor at prevailing Federal minimum wage rates, in moving any of the insured property temporarily away from the peril of **flood** shall be reimbursed in an amount not to exceed \$500.00. This **policy's** deductible amounts, as provided for at Article 7, shall not be applied to this reimbursement, but shall be applied to any other benefits under this **policy's** coverage.

C. Coverage For Certain Loss Mitigation Measures. When the insurance under this **policy** covers a **building**, reasonable expenses incurred by the Insured for the purchase of the following items are also covered, in an aggregate amount not to exceed \$750.00:

1. Sandbags, including sand to fill them and plastic sheeting and lumber used in connection with them;

2. Fill for temporary levees;

3. Pumps; and

4. Wood;

all for the purpose of saving the **building** due to the imminent danger of a **flood** loss, including the value of the Insured's own labor at prevailing Federal minimum wage rates.

The **policy's building** deductible amount, as provided for at Article 7, shall not be applied to this reimbursement, but shall be applied to any other benefits under the **policy's building** coverage.

For reimbursement under this paragraph C. to apply, the following conditions must be met:

a. The insured property must be in imminent danger of sustaining **flood** damage; and

b. The threat of **flood** damage must be of such imminence as to lead a person of common prudence to apprehend **flood** damage; and

c. A general and temporary condition of flooding in the area must occur, even if the flooding does not reach the insured property, or a legally authorized official must issue an evacuation order or other civil order for the community in which the insured property is located calling for measures to preserve life and property from the peril of **flood**.

ARTICLE 6 - PROPERTY NOT COVERED

This **policy** shall not cover any of the following:

A. Valuables and commercial property, meaning:

1. Accounts, bills, currency, deeds, evidences of debt, money, coins, medals, postage stamps, securities, bullion, manuscripts, other valuable papers or records, and personal property used in a business.

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

B. Property over water or in the open, meaning:

1. A **building** and personal property in the **building** located entirely in, on, or over water or seaward of mean

high tide, if the **building** was newly constructed or substantially improved on or after October 1, 1982.

2. Personal property in the open.

C. Structures other than buildings, including:

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

2. Indoor and outdoor swimming pools.

3. Open structures and personal property located in, on, or over water, including boat houses or any structure or **building** into which boats are floated.

4. Underground structures and equipment, including wells, septic tanks and septic systems.

D. Other real property, including:

1. Land, land values, lawns, trees, shrubs, plants, and growing crops.

2. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether covered or not and all of whatever kind of construction, located outside the perimeter, exterior walls of the insured **building**.

E. Other personal property, meaning:

1. Animals, livestock, birds, and fish.

2. Aircraft.

3. Any self-propelled vehicle or machine and motor vehicle (other than motorized equipment pertaining to the service of the described **unit** or **building**, operated principally on the premises of the Insured, and not licensed for highway use) including their parts and equipment.

4. Trailers on wheels and other recreational vehicles whether affixed to a permanent foundation or on wheels.

5. Watercraft including their furnishings and equipment.

6. Personal property owned by or in the care, custody or control of a **unit** owner, except for the property described in Article 4 under "COVERAGE B - PERSONAL PROPERTY," paragraph B. of this **policy**.

F. Basements, building enclosures lower than the elevated floors of elevated buildings, and personal property as follows:

1. In a **special hazard area**, at an elevation lower than the lowest elevated floor of an **elevated Post-FIRM building**, including a **manufactured** (i.e., **mobile**) **home**:

a. Personal property.

b. **Building** enclosures, equipment, machinery, fixtures and components, except for the required utility connections and the footings, foundation, posts, pilings, piers or other foundation walls and anchorage system as required for the support of the **building**.

2. In a **basement** as defined in Article 2:

a. Personal property.

b. **Building** equipment, machinery, fixtures and components, including finished walls, floors, ceilings and

other improvements, except for the required utility connections, fiberglass insulation, drywalls and sheetrock walls, and ceilings but only to the extent of replacing drywalls and sheetrock walls in an unfinished manner (i.e., nailed to framing but not taped, painted, or covered).

3. Provided, with regard to both 1. and 2., above, the following **building** and personal property items connected to a power source and installed in their functioning location are covered so long as the Insured has purchased **building** and personal property coverage, as appropriate:

- Sump pumps
- Well water tanks and pumps
- Oil tanks and the oil in them
- Cisterns and the water in them
- Natural gas tanks and the gas in them
- Pumps and/or tanks used in conjunction with solar energy
- Furnaces
- Hot water heaters
- Clothes washers and dryers
- Food freezers and the food in them
- Air conditioners
- Heat pumps
- Electrical junction and circuit breaker boxes
- Stairways and staircases attached to the **building** which are not separated from the **building** by elevated walkways
- Clean-up
- Elevators, dumbwaiters, and relevant equipment, except for such relevant equipment located below the **base flood** elevation if such relevant equipment was installed on or after October 1, 1987.

G. Property below ground, meaning a building or unit and its contents, including personal property and machinery and equipment, which are part of the building or unit, where more than 49 percent of the actual cash value of such building or unit is below ground, unless the lowest level is at or above the base flood elevation by reason of earth having been used as an insulation material in conjunction with energy efficient building techniques.

H. Certain manufactured homes, meaning a manufactured (i.e., mobile) home located or placed within a FEMA designated Special Hazard Area that is not anchored to a permanent foundation to resist flotation, collapse, or lateral movement:

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

2. In accordance with manufacturer's specifications; or

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

unless it is a **manufactured** (i.e., **mobile**) **home** on a permanent foundation continuously insured by the **National Flood Insurance Program** at the same site at least since September 30, 1982.

I. **Containers** such as but not limited to gas tanks or liquid tanks.

J. **Buildings and their contents made ineligible** for **flood** insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.

ARTICLE 7 - DEDUCTIBLES

A. Each loss to the insured property is subject to a deductible provision under which the Insured bears a portion of the loss before payment is made under the **policy**.

B. The loss deductible shall apply separately to each **building** and personal property coverage loss including, as to each, any appurtenant structure loss and debris removal expense.

C. For any **flood** insurance **policy** issued or renewed for any property located in Zones A, AO, AH, A1-30, AE, AR, AR/AE, AR/AH, AR/AO, AR/A1-30, AR/A, VO, V1-30, VE, or V where the rates available for **buildings** built before the effective date of the initial Flood Insurance Rate Map or December 31, 1974, whichever is later, are used to compute the premium, the amount of the deductible for each loss occurrence is determined as follows: The

Insurer shall be liable only when such loss exceeds \$1,000.00, or the amount of any other deductible that the Insured selected when it applied for this **policy** or subsequently by endorsement.

D. For policies other than those described in paragraph C. above, the amount of the deductible for each loss occurrence is determined as follows: The Insurer shall be liable only when such loss exceeds \$500.00, or the amount of any higher deductible which the Insured selected when it applied for this **policy** or subsequently by endorsement.

E. Notwithstanding the applicable deductible in paragraphs C. or D. above, an additional deductible in the sum of \$250.00 shall apply separately to each **building** and contents loss before payment is made under the **policy** for land subsidence, sewer backup, or seepage of water as provided for in Article 3, paragraph B.3.

ARTICLE 8 - REPLACEMENT COST COVERAGE (FOR BUILDING COVERAGE ONLY)

Subject to Articles 7 and 9, this **policy** will, in the event of a loss for which there is coverage and subject to the limits of **building** coverage purchased, pay the full cost of repair or replacement of the damaged parts of the building without deduction for depreciation. Under this Article:

A. The following outdoor property, whether attached to the insured **building** or not, are excluded from Replacement Cost Coverage: antennas, aerials, carpeting, awnings, appliances, and other outdoor equipment.

B. Carpeting inside the insured **building** and laid over or affixed to finished or unfinished flooring is excluded from Replacement Cost Coverage.

C. The Insurer's liability for loss under this **policy** shall not exceed the smallest of the following amounts:

1. The limit of liability of this **policy** applicable to the damaged or destroyed **building**; or

2. The cost to repair or replace the **building** or any part thereof with material of like kind and quality on the same premises and intended for the same occupancy and use; or

3. The amount actually and necessarily expended in repairing or replacing said **building** or any part thereof intended for the same occupancy and use.

D. The Insurer shall 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.

E. These Replacement Cost Provisions do not apply to any **manufactured** (i.e., **mobile**) **home** which when assembled is not at least 16 feet wide or does not have an area within its perimeter walls of at least 600 square feet

nor do they apply to any loss where insured property is abandoned and remains as debris at the property address following a loss.

F. If the **building** sustains a total loss or if the Insurer should pay the entire **building** loss proceeds under these Replacement Cost Provisions, there is no requirement that the **building** be rebuilt at the insured property address.

ARTICLE 9 - COINSURANCE (FOR BUILDING COVERAGE ONLY)

A. In consideration of the rate and form under which this **policy** is written, it is expressly stipulated and made a condition of this contract that the Insurer's liability for loss under this **policy** shall be in an amount which is of no greater proportion to the amount of loss than the amount of insurance which the Insured has purchased to cover the insured property bears, at the time of loss, to the replacement cost value of the insured property, as follows:

1. If at the time of loss the total amount of insurance applicable to the insured property is the lesser of 80% or more of the full replacement cost of the insured property or the maximum amount of insurance available under the **National Flood Insurance Program**, the loss will be adjusted, subject to the **policy's** limit of coverage and all of the other terms and conditions of this **policy**, as if the amount of insurance and the value of the insured property are equal.

2. If at the time of loss the Insured has not purchased the maximum amount of insurance available under the **National Flood Insurance Program**, or if the replacement cost value of the covered property at the time of the loss times 80% is greater than the amount of insurance purchased to cover the property, the full cost of replacement or repair of the insured property, subject to the terms and conditions of this **policy**, arising out of a covered loss, shall not be paid and payment shall be made as follows:

To the extent the Insured has not purchased insurance in an amount equal to the lesser of 80% or more of the full replacement cost of the insured property at the time of loss or the maximum amount of insurance available under the **National Flood Insurance Program**, the Insured will not be reimbursed fully for a loss. The amount of loss to be paid in such cases shall be determined in accordance with the following formula:

$$\frac{\text{Insurance Carried}}{\text{Insurance Required}} \times \text{Amount of Loss} = \text{Limit of Recovery}$$

a. Example 1: The insurance carried is \$500,000.00, the replacement cost value of the **building** is \$1,000,000.00 (which is available under the **National Flood Insurance Program**) and the amount of the loss is \$240,000.00. The formula is applied as follows:

$$\frac{\$500,000.00}{\$1,000,000.00 \times 80\%} \times \$240,000.00 =$$
$$\frac{\$500,000.00}{\$800,000.00} \times \$240,000.00 = \$149,500.00$$

Limit of Recovery*

*((\$150,000 Less Deductible) The balance of the loss in the sum of \$90,500.00 is not covered.

b. Example 2: The insurance carried is \$1,850,000.00, the replacement cost value of the **building** is \$2,000,000.00 and the amount of loss is \$1,000,000.00. The formula is not applied because \$1,850,000 exceeds \$1,600,000 (\$2,000,000 X 80%). The Insured is paid the full amount of the loss (\$1 Million).

B. In determining if the whole amount of insurance applicable to the **building** is 80% or more of the full replacement cost of such **building**:

1. The replacement cost value of any covered **building** property described in Article 4 shall be included and the replacement cost value of any **building** property described in Article 4 which constitutes property not covered under this **policy** shall not be included.

2. Regarding **improvements**, only the replacement cost value of **improvements** installed by the **Association** shall be included.

ARTICLE 10 - GENERAL CONDITIONS AND PROVISIONS

A. Pair and Set Clause: If there is loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.

B. Concealment, Fraud: This **policy** shall be void, nor can this **policy** be renewed or any new **flood** insurance coverage be issued to the Insured if any person insured under Article 1, paragraph A., whether before or after a loss, has:

1. Sworn falsely, or willfully concealed or misrepresented any material fact; or
2. Done any fraudulent act concerning this insurance (see paragraph E.1.d. below); or
3. Willfully concealed or misrepresented any fact on a "Recertification Questionnaire," which causes the Insurer to issue a **policy** based on a premium amount which is less than the premium amount which would have been payable were it not for the misstatement of fact (see paragraph F. below).

C. Other Insurance: If a loss covered by this **policy** is also covered by other insurance, whether collectible or not, the Insurer will pay only the proportion of the loss that the limit of liability that applies under this **policy** bears to the total amount of insurance covering the loss, provided, if at the time of loss, there is other insurance made available under the **Act**, in the name of a **unit** owner which provides coverage for the same loss covered by this **policy**, this **policy's** coverage shall be primary and not contributing with such other insurance.

D. Amendments and Waivers, Assignment: This Standard **Flood Insurance Policy** cannot be amended nor can any of its provisions be waived without the express written consent of the Federal Insurance Administrator. No action the Insurer takes under the terms of this **policy** can constitute a waiver of any of its rights. Except in the case of 1. a contents only **policy** or 2. a **policy** issued to cover a **building** in the course of construction, assignment of this **policy**, in writing, is allowed upon transfer of title.

E. Voidance, Reduction or Reformation of the Coverage:

1. **Voidance:** This **policy** shall be void and of no legal force and effect in the event that any one of the following conditions occurs:

a. The property listed on the **application** is not eligible for coverage, in which case the **policy** is void from its inception;

b. The community in which the property is located was not participating in the **National Flood Insurance Program** on the **policy's** inception date and did not qualify as a participating community during the **policy's** term and before the occurrence of any loss;

c. If, during the term of the **policy**, the participation in the **National Flood Insurance Program** of the community in which the property is located ceases, in which case the **policy** shall be deemed void effective at the end of the last day of the **policy** year in which such cessation occurred and shall not be renewed.

In the event the voided **policy** included 3 **policy** years in a contract term of 3 years, the Insured shall be entitled to a pro-rata refund of any premium applicable to the remainder of the **policy's** term;

d. In the event any Insured or its agent has:

(1) sworn falsely; or

(2) fraudulently or willfully concealed or misrepresented any material fact including facts relevant to the rating of this **policy** in the **application** for coverage, or upon any renewal of coverage, or in connection with the submission of any claim brought under the **policy**, in which case this entire **policy** shall be void as of the date the wrongful act was committed or from its inception if this **policy** is a renewal **policy** and the wrongful act occurred in connection with an **application** for or renewal or endorsement of a **policy** issued to the Insured in a prior year and affects the rating of or premium amount received for this **policy**. Refunds of premiums, if any, shall be subject to offsets for the Insurer's administrative expenses (including the payment of agent's commissions for any voided **policy** year) in connection with the issuance of the **policy**;

e. The premium submitted is less than the minimum set forth in 44 CFR 61.10 in connection with any **application** for a new **policy** or **policy** renewal, in which case the **policy** is void from its inception date.

2. **Reduction of Coverage Limits or Reformation:** In the event that the premium payment is not sufficient (whether evident or not) to purchase the amount of coverage requested by an **application**, renewal, endorsement, or other form and paragraph E.1.d. does not apply, then the **policy** shall be deemed to provide only such coverage as can be purchased for the entire term of the **policy**, for the amount of premium received, subject to increasing the amount of coverage pursuant to 44 CFR 61.11; provided, however:

a. If the insufficient premium is discovered by the Insurer prior to a loss and the Insurer can determine the amount of insufficient premium from information in its possession at the time of its discovery of the insufficient premium, the Insurer shall give a notice of additional premium due, and if the Insured remits and the Insurer receives the additional premium required to purchase the limits of coverage for each kind of coverage as was initially requested by the Insured within 30 days from the date the Insurer gives the Insured written notice of additional premium due, the **policy** shall be reformed, from its inception date, or, in the case of an endorsement, from the effective date of the endorsement, to provide **flood** insurance coverage in the amount of coverage initially requested.

b. If the insufficient premium is discovered by the Insurer at the time of a loss under the **policy**, the Insurer shall give a notice of premium due, and if the Insured remits and the Insurer receives the additional premium required to purchase (for the current **policy** term and the previous **policy** term, if then insured) the limits of coverage for each kind of coverage as was initially requested by the Insured within 30 days from the date the Insurer gives the Insured written notice of additional premium due, the **policy** shall be reformed, from its inception date, or, in the case of an endorsement, from the effective date of the endorsement, to provide **flood** insurance coverage in the amount of coverage initially requested.

c. Under subparagraphs a. and b. as to any mortgagee or trustee named in the **policy**, the Insurer shall give a notice of additional premium due and the right of reformation shall continue in force for the benefit only of the mortgagee or trustee, up to the amount of the Insured's indebtedness, for 30 days after written notice to the mortgagee or trustee.

F. **Policy Renewal:** The term of this **policy** commences on its inception date and ends on its **expiration date**, as

shown on the "**declarations page**" which is attached to the **policy**. The Insurer is under no obligation to:

1. Send the Insured any renewal notice or other notice that the **policy** term is coming to an end and the receipt of any such notice by the Insured shall not be deemed to be a waiver of this provision on the Insurer's part.

2. Assure that **policy** changes reflected in endorsements submitted during the **policy** term are included in any renewal notice or new **policy** sent to the Insured. "**Policy changes**" includes the addition of any increases in the amounts of coverage.

This **policy** shall not be renewed and the coverage provided by it shall not continue into any successive **policy** term unless the renewal premium payment is received by the Insurer at the office of the **National Flood Insurance Program** within 30 days of the **expiration date** of this **policy**, subject to paragraph E. above. If the renewal premium payment is mailed by certified mail to the Insurer prior to the **expiration date**, it shall be deemed to have been received within the required 30 days. The coverage provided by the renewal **policy** is in effect for any loss occurring during this 30-day period even if the loss occurs before the renewal premium payment is received, so long as the renewal premium payment is received within the required 30 days. In all other cases, this **policy** shall terminate as of the **expiration date** of the last **policy** term for which the premium payment was timely received and in that event, the Insurer shall not be obligated to provide the Insured with any **cancellation**, termination, **policy** lapse, or **policy** renewal notice.

In connection with the renewal of this **policy**, the Insured may be requested during the **policy** term to recertify, on a Recertification Questionnaire the Insurer will provide, the rating information used to rate the most recent **application** for or renewal of insurance.

Notwithstanding the Insured's responsibility to submit the appropriate renewal premium in sufficient time to permit its receipt by the Insurer prior to the expiration of the **policy** being renewed, the Insurer has established a business procedure for mailing renewal notices to assist Insureds in meeting their responsibility. Regarding the business procedure, evidence of the placing of any such notices into the U.S. Postal Service, addressed to the Insured at the address appearing on its most recent **application** or other appropriate form (received by the Insurer prior to the mailing of the renewal notice), does, in all respects, for purposes of the **National Flood Insurance Program**, presumptively establish delivery to the Insured for all purposes irrespective of whether the Insured actually received the notice.

However, in the event the Insurer determines that, through any circumstances, any renewal notice was not placed into the U.S. Postal Service, or, if placed, was prepared or addressed in a manner which the Insurer determines could preclude the likelihood of its being actually and timely received by the Insured prior to the due date for the renewal premium, the following procedures shall be followed:

In the event that the Insured or its agent notified the Insurer, not later than 1 year after the date on which the payment of the renewal premium was due, of a nonreceipt of a renewal notice prior to the due date for the renewal premium, which the Insurer determines was attributable to the above circumstance, the Insurer shall mail a second bill providing a revised due date, which shall be 30 days after the date on which the bill is mailed.

If the renewal payment requested by reason of the second bill is not received by the revised due date, no renewal shall occur and the **policy** shall remain as an expired **policy** as of the **expiration date** prescribed on the **policy**.

G. Conditions Suspending or Restricting Insurance: Unless otherwise provided in writing added hereto, the Insurer shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the Insured.

H. Liberalization clause: If during the period that insurance is in force under this **policy** or within 45 days prior to the inception date thereof, should the Insurer have adopted under the **Act**, any forms, endorsements, rules or regulations by which this **policy** could be extended or broadened, without additional premium charge, by endorsement or substitution of form, then, such extended or broadened insurance shall inure to the benefit of the Insured as though such endorsement or substitution of form had been made. Any broadening or extension of this **policy** to the Insured's benefit shall only apply to losses occurring on or after the effective date of the adoption of any forms, endorsements, rules or regulations affecting this **policy**.

I. Alterations and Repairs: The Insured may, at the Insured's own expense, make alterations, additions and repairs, and complete structures in the course of construction.

J. Cancellation of Policy By Insured: The Insured may cancel this **policy** at any time but a refund of premium money will only be made when:

1. The Insured cancels a **policy** having a term of 3 years, on an anniversary date, and the reason for the cancellation is that:

a. A **policy** of **flood** insurance has been obtained or is being obtained in substitution for this **policy** and the Insurer has received a written concurrence in the **cancellation** from any mortgagee of which the Insurer has actual notice, or

b. The Insured has extinguished the insured mortgage debt and is no longer required by the mortgagee to maintain the coverage. Refund of any premium, under this subparagraph 1., shall be pro rata but with retention of the **expense constant** and the **Federal policy fee**.

2. The Insured cancels because the Insurer has determined that the property is not, in fact, in a **special hazard area**; and the Insured was required to purchase **flood** insurance coverage by a private lender or Federal agency pursuant to P.L. 93-234, § 102 and the lender or agency no longer requires the retention of the coverage. In this event, if no claims have been paid or are pending, the premium payments will be refunded in full, according to applicable **National Flood Insurance Program** regulations.

K. Loss Clause: Payment of any loss under this **policy** shall not reduce the amount of insurance applicable to any other loss during the **policy** term which arises out of a separate occurrence of the peril insured against hereunder; provided, that all loss arising out of a continuous or protracted occurrence shall be deemed to constitute loss arising out of a single occurrence.

L. Mortgage Clause: (Applicable to **building** coverage only and effective only when the **policy** is made payable to a mortgagee or trustee named in the **application** and **declarations page** attached to this **policy** or of whom the Insurer has actual notice prior to the payment of loss proceeds under this **policy**.)

Loss, if any, under this **policy**, shall be payable to the aforesaid as mortgagee or trustee as interest may appear under all present or future mortgages upon the property described in which the aforesaid may have an interest as mortgagee or trustee, in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee or trustee only therein, shall not be invalidated:

1. By any act or neglect of the mortgagor or owner of the described property; nor

2. By any foreclosure or other proceedings or notice of sale relating to the property; nor

3. By any change in the title or ownership of the property; nor

4. By the occupation of the premises for purposes more hazardous than are permitted by this **policy**, provided, that in case the mortgagor or owner shall neglect to pay any premium due under this **policy**, the mortgagee or trustee shall, on demand, pay the same.

Provided, also, that the mortgagee or trustee shall notify the Insurer of any change of ownership or occupancy of the **building** or increase of hazard which shall come to the knowledge of said mortgagee or trustee and, unless permitted by this **policy**, it shall be noted thereon and the mortgagee or trustee shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise, this **policy** shall be null and void.

If this **policy** is cancelled by the Insurer, it shall continue in force for the benefit of the mortgagee or trustee for 30 days after written notice to the mortgagee or trustee of such **cancellation** and shall then cease.

Whenever the Insurer shall pay the mortgagee or trustee any sum for loss under this **policy** and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Insurer shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee or trustee the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities, but no subrogation shall impair the right of the mortgagee or trustee to recover the full amount of said mortgagee's or trustee's claim.

M. Mortgagee Obligations: If the Insured fails to render proof of loss, the named mortgagee or trustee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions of this **policy** relating to appraisal and time of payment and of bringing suit.

N. Loss Payable Clause (Applicable to contents items only): Loss, if any, shall be adjusted with the Insured and shall be payable to the Insured and loss payee as their interests may appear.

O. Requirements in Case of Loss: Should a **flood** loss occur to the insured property, the Insured must:

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

3. Within 60 days after the loss, send the Insurer a proof of loss, which is the Insured's statement as to the amount it is claiming under the **policy** signed and sworn to by the Insured and furnishing the following information:

- a. The date and time of the loss;
- b. A brief explanation of how the loss happened;
- c. The Insured's interest in the property damaged (for example, "owner") and the interests, if any, of others in the damaged property;
- d. The **actual cash value** or replacement cost, whichever is appropriate, of each damaged item of insured property and the amount of damages sustained;
- e. The names of mortgagees or anyone else having a lien, charge or claim against the insured property;
- f. Details as to any other contracts of insurance covering the property, whether valid or not;
- g. Details of any changes in ownership, use, occupancy, location or possession of the insured property since the **policy** was issued;
- h. Details as to who occupied any insured **building** at the time of loss and for what purpose; and
- i. The amount the Insured claims is due under this **policy** to cover the loss, including statements concerning:
 - (1) The limits of coverage stated in the **policy**; and
 - (2) The cost to repair or replace the damaged property (whichever costs less).

4. Cooperate with the Insurer's adjuster or representative in the investigation of the claim;

5. Document the loss with all bills, receipts, and related documents for the amount being claimed;

6. The insurance adjuster whom the Insurer hires to investigate the claim may furnish the Insured with a proof of loss form, and she or he may help the Insured to complete it. However, this is a matter of courtesy only, and the Insured must still send the Insurer a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help the Insured complete it. In completing the proof of loss, the Insured must use its own judgment concerning the amount of loss and the justification for the amount.

The adjuster is not authorized to approve or disapprove claims or to tell the Insured whether the claim will be approved by the Insurer.

7. The Insurer may, at its option, waive the requirement for the completion and filing of a proof of loss in certain cases, in which event the Insured will be required to sign and, at the Insurer's option, swear to an adjuster's report of the loss which includes information about the loss and the damages needed by the Insurer in order to adjust the claim.

8. Any false statements made in the course of presenting a claim under this **policy** may be punishable by fine or imprisonment under the applicable Federal laws.

P. Options After a Loss: Options the Insurer may, in its sole discretion, exercise after loss include the following:

1. **Evidence of Loss:** If the Insurer specifically requests it, in writing, the Insured may be required to furnish a complete inventory of the destroyed, damaged and undamaged property, including details as to quantities, costs, **actual cash values** or replacement cost (whichever is appropriate), amount of loss claims, and any written plans and specifications for repair of the damaged property which can reasonably be made available to the Insurer.

2. **Examination Under Oath and Access to the Condominium Association's Articles of Association or Incorporation, Property Insurance Policies, and Other Condominium Documents:** The Insurer may require the Insured to:

a. Show the Insurer, or its designee, the damaged property;

b. Be examined under oath by the Insurer or its designee;

c. Sign any transcripts of such examinations; and

d. At such reasonable times and places as the Insurer may designate, permit the Insurer to examine and make extracts and copies of any **condominium** documents, including the Articles of Association or Incorporation, Bylaws, rules and regulations, Declarations of the **condominium**, property insurance policies, and other **condominium** documents; and all books of accounts, bills, invoices and vouchers, or certified copies thereof if the originals are lost, pertaining to the damaged property.

3. **Options to Repair or Replace:** The Insurer may take all or any part of the damaged property at the agreed or appraised value and, also, repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving the Insured notice of the Insurer's intention to do so within 30 days

after the receipt of the proof of loss herein required under paragraph O. above.

4. **Adjustment Options:** The Insurer may adjust loss to any insured property of others with the owners of such property or with the Insured for their account. Any such insurance under this **policy** shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

Q. When Loss Payable: Loss is payable within 60 days after the Insured files its proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by the Insured in lieu of a proof of loss) and ascertainment of the loss is made either by agreement between the Insured and the Insurer in writing or by the filing with the Insurer of an award as provided in paragraph S. below.

If the Insurer rejects the Insured's proof of loss in whole or in part, the Insured may accept such denial of its claim, or exercise its rights under this **policy**, or file an amended proof of loss as long as it is filed within 60 days of the date of the loss or any extension of time allowed by the Administrator.

R. Abandonment: The Insured may not abandon damaged or undamaged insured property to the Insurer.

However, the Insurer may permit the Insured to keep damaged, insured property ("salvage") after a loss and reduce the amount of the loss proceeds payable to the Insured under the **policy** by the value of the salvage.

S. Appraisal: If at any time after a loss, the Insurer is unable to agree with the Insured as to the **actual cash value**--or, if applicable, replacement cost--of the damaged property so as to determine the amount of loss to be paid to the Insured, then:

1. On the written demand of either the Insurer or the Insured, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand.

2. The appraisers shall first select a competent and disinterested umpire and failing, after 15 days, to agree upon such umpire, then on the Insurer's request or the Insured's request, such umpire shall be selected by a judge of a court of record in the State in which the insured property is located.

3. The appraisers shall then appraise the loss, stating separately replacement cost, **actual cash value** and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire.

4. An award in writing, so itemized, of any two (appraisers or appraiser and umpire) when filed with the Insurer shall determine the amount of **actual cash value** and loss or, should this **policy's** replacement cost provisions apply, the amount of the replacement cost and loss.

5. Each appraiser shall be paid by the party selecting him or her and the expenses of appraisal and umpire shall be paid by both parties equally.

T. Action Against the Insurer: No suit or action on this **policy** for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this **policy** shall have been complied with, and unless commenced within 12 months next after the date of mailing of notice of disallowance or partial disallowance of the claim. An action on such claim against the Insurer must be instituted, without regard to the amount in controversy, in the United States District Court for the district in which the property shall have been situated.

U. Subrogation: In the event of any payment under this **policy**, the Insurer shall be subrogated to all the Insured's rights of recovery therefor against any party, and the Insurer may require from the Insured an assignment of all rights of recovery against any party for loss to the extent that payment therefor is made by the Insurer. The Insured shall do nothing after loss to prejudice such rights; however, this insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the described property.

V. Continuous Lake Flooding: Where the insured **building** has been inundated by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in damage, reimbursable under this **policy**, to the insured **building** equal to or greater than the **building policy** limits plus the deductible(s) or the maximum payable under the **policy** for any one **building** loss, the Insurer will pay the Insured the lesser of these two amounts without waiting for the further damage to occur if the Insured signs a release agreeing to:

1. Make no further claim under this **policy**; and
2. Not seek renewal of this **policy**; and

3. Not apply for any flood insurance under the **Act** for property at the property location of the insured **building**.

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph V. still apply so long as the first **building** damage reimbursable under this **policy** from the continuous flooding occurred before the end of the **policy** term.

W. Duplicate Policies Not Allowed: Property may not be insured under more than one **policy** issued under the **Act**. When the Insurer finds that duplicate **policies** are in effect, the Insurer shall by written notice give the Insured the option of choosing which **policy** is to remain in effect, under the following procedures:

1. If the Insured chooses to keep in effect the **policy** with the earlier effective date, the Insurer shall by the same written notice give the Insured an opportunity to add the coverage limits of the later **policy** to those of the earlier **policy**, as of the effective date of the later **policy**.

2. If the Insured chooses to keep in effect the **policy** with the later effective date, the Insurer shall by the same written notice give the Insured the opportunity to add the coverage limits of the earlier **policy** to those of the later **policy**, as of the effective date of the later **policy**.

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

The Insurer shall make a refund to the Insured, according to applicable **National Flood Insurance Program** rules, of the premium for the **policy** not being kept in effect.

For purposes of this paragraph W., the term "effective date" means the date coverage that has been in effect without any lapse was first placed in effect. In addition to the provisions of this paragraph W. for increasing **policy** limits, the usual procedures for increasing limits by mid-term endorsement or at renewal time, with the appropriate waiting period, are applicable to the **policy** the Insured chooses to keep in effect.

ARTICLE 11- WHAT LAW GOVERNS

This **policy** is governed 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, the Insurer has executed and attested these presents.



Jo Ann Howard
Administrator
Federal Insurance Administration

PROCEDURES IN CASE OF A FLOOD

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

Know your agent's name and phone number. List them here for fast reference:

Agent _____ Phone Number _____

- Please notify your insurance agent as soon as possible after the flood;
- Remind your agent to assign the claim to an approved NFIP claims adjuster;
- Determine the independent claims adjuster assigned to your claim and contact him if you have not been contacted within 24 hours after you reported the claim to your insurance agent; the NFIP pays for the services of the independent claims adjuster assigned to your claim.
- As soon as possible separate the damaged property from undamaged property and store all property so it can be inspected and evaluated;
- Discuss with the adjuster any need you may have for an advance or partial payment of your loss;
- In order to help the claims adjuster, try to take pictures of the outside of the premises showing the flooding and the damage and similar pictures of the inside of the premises showing the height of the water and the damaged property;
- Place all books, records, receipts, and any 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 flood was caused by other than natural cause;
- Make certain the claims adjuster fully explains all allowances and procedures for processing claim payments, based on your **Proof of Loss**, which the policy requires you to send us **within 60 days of the loss**; and
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the NFIP; claims adjusters have no authority to approve or deny claims and only report to the NFIP on the elements of flood cause and damage.