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18TH ANNUAL WINDSTORM INSURANCE CONFERENCE
JANUARY 29 - FEBRUARY 2, 2017 | ORLANDO, FL

Appraisal Documents and Forms

Appraisal Clause Examples

- ISO
- Citizens
- Florida Family
- People's Trust
- State Farm
- Capacity Insurance - Commercial

b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
- (2) That proportion of the cost to repair or replace, without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1) Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2) Those supports described in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3) Underground flues, pipes, wiring and drains.

d. 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. above.

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

- (1) Less than 5% of the amount of insurance in this policy on the building; and
- (2) Less than \$2,500;

we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

e. 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 D. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

E. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

F. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. 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 loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

G. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, 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 insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

- e. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:

- (1) Not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:
- (a) Vandalism;
 - (b) Malicious mischief;
 - (c) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
 - (d) Dwelling glass breakage;
 - (e) Water damage;
 - (f) Theft; or
 - (g) Attempted theft.
- (2) Reduce the amount we would otherwise pay for a covered loss by 15%.

Dwellings under construction are not considered "vacant".

- f. In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- (a) Complete the professional engineer's recommended repairs; or
- (b) Pay the policy limits without a reduction for the repair expenses incurred.

D. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between actual cash value of the property before and after the loss.

E. Glass Replacement

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required.

F. Mediation Or Appraisal

1. Mediation.

If there is a dispute with respect to a claim under this Policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

- a. 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.
- b. The settlement in the course of the mediation is binding only if:
 - (1) Both parties agree, in writing, on a settlement; and
 - (2) You have not rescinded the settlement within 3 business days after reaching settlement.
- c. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- d. 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 mediator's fee for that rescheduled conference.
- e. However, if we fail to appear at a mediation conference without good cause, we will pay:
 - (1) The actual cash expenses you incurred while attending the conference; and
 - (2) Also pay the mediator's fee for the rescheduled conference.

2. Appraisal.

Appraisal is an alternate dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

- a. If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

The estimate shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

FOR INFORMATIONAL PURPOSES ONLY

- b. In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.
- c. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.
- d. If they fail to agree, the two appraisers will choose a competent and impartial 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 located in the county described in the "Location of Residence Premises" of your Declarations.
- e. The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.
- f. The appraisal award will be in writing and shall include the following:
 - (1) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
 - (2) The agreed amount of each item, its replacement cost value and corresponding actual cash value; and
 - (3) A statement of "This award is made subject to the terms and conditions of the policy."
- g. Each party will:
 - (1) Pay its own appraiser, including their costs associated with producing the estimate described in 2.a. above; and
 - (2) Bear the fees and expenses of the appraisal and umpire equally.
- h. You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.
- i. If, however, we demanded the mediation in 1. above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

G. Other Insurance And Service Agreement

If a loss covered by this Policy is also covered by:

1. Other insurance, 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 insurance covering the loss.
2. A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

H. Suit Against Us

No action can be brought against us; unless:

1. There has been full compliance with all of the terms of this Policy; and
2. The action is started within 5 years after the date of the loss.

I. Our Option

If at the time of loss:

1. We give or mail you written notice within 30 days after we receive your signed, sworn proof of loss; and:
 - a. The damaged property under Coverage A – Dwelling in SECTION I – PROPERTY COVERAGES is insured for Replacement Cost loss settlement as outlined in SECTION I – CONDITIONS, C. Loss Settlement:
 - (1) We may, at our option, repair any part or item of the damaged Coverage A property with material or property of like kind and quality.
 - (2) If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
 - b. The damaged property is insured for Actual Cash Value loss settlement as outlined in SECTION – I CONDITIONS, C. Loss Settlement:
 - (1) We may, at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

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Florida Family Insurance Company
Effective 07/22/2013 for New Business & 07/22/2013 for Renewals

- a. Demand a mediation of the loss in accordance with the rules established by the 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 3 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 mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. Demand an appraisal of the loss. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent 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. We are not liable for court costs, attorneys fees, or expenses for an action including such fees, expenses, and costs for the voluntary dismissal by us of such an action. 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:

- (1) Pay its own appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

You or we may request the umpire describe the scope of work, the information analyzed, the appraisal methods, techniques employed, and the reasoning that supports the analyses, opinions, and conclusions used to develop the appraisal award in a line item appraisal report.

An appraisal award is subject to all of the terms and conditions of the policy. We do not give up any of our rights to challenge an element of loss as not being covered under the policy by participating in appraisal. Only if a court determines that coverage exists for that element of loss will the amount be binding on us. Where the amount of any loss payable by us must be

incurred as a condition of the policy, we have no obligation to pay any such amounts that are awarded until the cost or expense is actually incurred.

You or we cannot request appraisal any earlier than 14 days after we have received your signed proof of loss. You must demand appraisal from us under this policy prior to the expiration of the applicable period of limitations governing legal or equitable actions on a contract under Florida Law. Appraisal is required as a prerequisite before an Insured can file suit related to Section I-Property Coverages.

9. **Suit Against Us** is deleted and replaced by the following:

9. Suit Against Us

No action can be brought unless the policy provisions have been complied with and the action is started within 5 years after the date of loss.

10. **Our Option** is deleted and replaced by the following:

10. **Our Option.** We may repair or replace any part of the property damaged or stolen with similar property.

11. **Loss Payment** is deleted and replaced by the following:

11. 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 under the earlier of the following:

- a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
- b. Sixty (60) days after we receive your proof of loss and:
 1. There is an entry of a final judgment; or
 2. There is a filing of a mediation settlement with us; or.
- c. Within Ninety (90) days after we receive notice of an initial, reopened or supplemental property insurance claim from you. We will pay or deny such claim unless the failure to pay such claim is caused by factors beyond the control of the insurer which reasonably prevents such payment.

SECTION I-CONDITIONS

The following condition is added:

18. Salvage

We have the option to take all, or any part, of the property that has been destroyed or damaged at the agreed or appraised value.

SECTION II – EXCLUSIONS

Under 1. Coverage E – Personal Liability and Coverage F – Medical Payments To Others, Items a. and I. are deleted and replaced by the following:

- a. Which results from an act or omission by an "Insured" reasonably expected to cause "bodily injury" or "property damage;"

**People's Trust Insurance Company - Preferred Contractor Endorsement
Effective 01/04/2016 for New Business & 03/01/2016 for Renewals**

If “you” do not notify “us” prior to authorizing or commencing the Reasonable Repairs as described in SECTION I – PROPERTY COVERAGE E. Additional Coverages, or the repairs or services as described in the SECTION I – CONDITIONS – D. Loss Settlement and allow “us” at our option to select Rapid Response Team, LLC™ for such Reasonable Repairs, or such repairs or services, “our” obligation for the Reasonable Repairs, or the repairs or services is limited to the lesser of the following:

- a. The reasonable cost “you” incur for necessary Reasonable Repairs, or for repairs or services; or
- b. The amount “we” would have paid to Rapid Response Team, LLC™ selected by “us” for necessary Reasonable Repairs, repairs or services.

D. Loss Settlement, 2. d. the following is revised:

- d. If “we” do not elect to repair, “we” will initially pay at least the actual cash value of the incurred loss less any applicable deductible. “We” will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, if “we” do not elect to repair, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

J. Our Option 3. is deleted and replaced with the following:

3. “We” will provide written notice to “you” no later than thirty (30) days after “our” inspection of the reported loss, unless factors beyond “our” control reasonably prevent “us” from doing so.

K. Loss Payment, the following is added:

4. When we have exercised our option to repair “your” damaged property pursuant to this Preferred Contractor Endorsement, we will repair the damaged property with material of like kind and quality without deduction for depreciation. Such repair is in lieu of issuing any loss payment that would otherwise be due under the policy.

S. Appraisal, the following is added to the policy:

Where “we” elect to repair:

1. If “you” and “we” fail to agree on the amount of loss, which includes the scope of repairs, either may demand an appraisal as to the amount of loss and the scope of repairs. In this event, each party will choose a competent 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 loss and scope of repairs. If the appraisers submit a written report of an agreement to “us”, the amount of loss and scope of repairs agreed upon will be the amount of loss and scope of repairs. 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 loss and the scope of repairs. Each party will pay its own appraiser, and bear the other expenses of the appraisal and umpire equally.
2. The scope of repairs shall establish the work to be performed and completed by Rapid Response Team, LLC™. Such repair is in lieu of issuing any loss payment to “you” that otherwise would be due under the policy. The amount of loss shall establish only the initial amount paid to Rapid Response Team, LLC™ by “us”, and any additional amounts required to complete repairs shall be

People's Trust Insurance Company - Preferred Contractor Endorsement
Effective 01/04/2016 for New Business & 03/01/2016 for Renewals

“our” responsibility and will be paid to Rapid Response Team, LLC™ without regard to policy limits or the amount of initial payments.

3. If we demanded mediation under Condition **G**. Mediation of Section I – Conditions and either party rejects the mediation results, “you” are not required to submit to, or participate in, any appraisal of the loss as a precondition to an action against us.

T. Our Duties After Loss, the following section is added to the policy:

Our duties after loss pertaining to commencement and performance of repairs are as follows:

1. “We” will instruct Rapid Response Team, LLC™ to furnish “you” with written documentation of current licensure as required by any applicable local, municipal, county, state, federal or governmental authority’s ordinances, statutes or regulations.
2. “We” will instruct Rapid Response Team, LLC™ to furnish “you” with written documentation of current workers’ compensation insurance and commercial general liability coverage with policy limits of no less than \$1,000,000, or in a greater amount as may be required by any applicable municipal, county, state or federal ordinances, statutes or regulations.

“We” may, at our option, assist Rapid Response Team, LLC™ by providing the documentation.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.

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.

**Capacity Insurance Company
(Commercial Property)**

D. Deductible

In any one occurrence of loss or damage (herein-after referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 60,100
– 250

\$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim.

Capacity Insurance Company
(Commercial Property)

This provision concerning time for submission of claim does not affect any limitation for legal action against us as provided in this policy under the Legal Action Against Us Condition, including any amendment to that condition.

H. The following definitions are added with respect to the coverage provided under this endorsement:

Supplemental claim or **reopened claim** means any additional claim for recovery from us for a loss we previously adjusted pursuant to the initial claim.

Primary structural member means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

Primary structural system means an assemblage of primary structural members.

Structural damage means a covered building, regardless of the date of its construction, has experienced the following:

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

Under **E. Loss Conditions**, item c. is added to **2. Appraisal** as follows.

- c. The appraisal award must be defined and delineated in such detail so that the loss and damages are described using the following categories:
 - (1) Actual Cash Value / Replacement Cost Value;
 - (2) Building;
 - (3) Structures;
 - (4) Non-covered items and/or excluded items;
 - (5) Mold and mold remediation;
 - (6) Contents and personal property;
 - (7) Cause of loss / cause of peril;
 - (8) Other expenses;
 - (9) Business income / extra expense; and
 - (10) Ordinance or law.

Under **E. Loss Conditions**, item (5) is added to **4. Loss Payment** as follows.

- (5) Pay the necessary amount actually spent to repair or replace the damaged property.

Under **E. Loss Conditions**, condition **4. Loss Payment**, item g. (2) is deleted and replaced with the following.

- (2) An appraisal award has been made, subject to the conditions as described in item 2. of **E. Loss Conditions**.

Under **E. Loss Conditions**, item i. is added to **4. Loss Payment** as follows.

Selection of Umpire Form

Selection of Umpire

Insured:

[REDACTED]

Insurer:

Claim No.:

Policy No.:

Date of Loss:

[REDACTED]

We the undersigned hereby select and appoint _____ to act as Umpire to settle matters of difference, if any, that shall arise between us in regard to the above referenced matter.

Appraiser for Insured

Print Name

Date

Appraiser for Insurer

Print Name

Date

Declaration and Acceptance of Umpire

I, the undersigned, hereby accept the appointment of Umpire as provided above and solemnly swear that I will act with strict impartiality in all matters of difference that shall be submitted to me in connection with this appointment, and I will make a true, just and conscientious award according to the best of my knowledge, skill and judgment. I am not related to any of the parties herein, either as a creditor or otherwise, and I do not have an interest in said property or the insurance thereon. **Furthermore, I do not have a conflict of interest as outlined in Florida Statutes Section 627.70151.**

Umpire

Print Name

Date

Appraisal Award Form

Appraisal Award

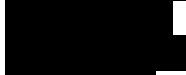
Insured:



Insurer:



Claim No.:



Policy No.:

Date of Loss:

We the undersigned, pursuant to our appointment, do hereby certify that we have truly, conscientiously and impartially performed the duties assigned to us, and have appraised and determined the amount of loss, and do hereby award the following as the amount of loss subject to the terms and conditions of the policy of insurance issued to the Insured:

<u>Description</u>	<u>Amount of Loss</u>	
	<u>Replacement Cost Value (RCV)</u>	<u>Actual Cash Value (ACV)</u>
1. Dwelling	\$ 12,672.22	Not Applicable
2. Additional Living Expense	Not Appraised	Not Applicable

This award is made without consideration of any prior or partial payment(s) or advanced payment(s) made on this claim or the applicable deductible, if any. This award is not intended to extend or limit any policy provisions, conditions, exclusions, limitations or extension of coverage. The attached supporting documentation is an integral part of this Appraisal Award.

Appraiser for Insured

Print Name

Date

Appraiser for Insurer

Print Name

Date

Umpire

Print Name

Date

██████████ v. ██████████

Claim No. : ██████████
Policy No.: ██████████
Date of Loss: ██████████

AWARD

We, the undersigned, pursuant to our appointment, do hereby certify that we have truly and conscientiously performed the duties assigned to us, agreeably to the foregoing stipulations, and have appraised and determined and do hereby award as the amount of the loss the following sums to wit:

- 1,868.36 - **A. Dwelling**
- Ø - **Ordinance or Law**
- Ø - **B. Other Structures**
- Ø - **C. Personal Property**
- Ø - **D. Loss of Use**

Less any applicable deductible
Less any advance payments

██████████ APPRAISER & DATE

██████████ APPRAISER & DATE

██████████ UMPIRE & DATE

INSURED :	██████████	DATE OF REPORT :	██████
LOCATION :	██████████	DATE OF LOSS :	██████
	██████████	POLICY NUMBER :	
COMPANY :	██████████	CLAIM NUMBER :	██████████
		OUR FILE NUMBER :	██████████
		ADJUSTER NAME :	██████████

AMOUNT OF APPRAISAL AWARD

We, the undersigned, pursuant to the appointment, DO HEREBY CERTIFY that we have truly and conscientiously performed the duties assigned to us, as outlined in the appraisal section of the policy, and have appraised and determined the amount of loss to said property located :

██; and damaged by on/or about ██

TOTAL CLAIM AMOUNT: \$25,759.38

BUILDING LOSS: Replacement Cost Loss \$23,861.23
 Actual Cash Value \$20,381.68

APS LOSS Replacement Cost Loss \$1,898.15 agreed by both appraisers
 Actual Cash Value Loss \$1,898.15 agreed by both appraisers

CONTENTS LOSS: Replacement Cost Loss \$not in appraisal
 Actual Cash Value Loss \$not in appraisal

ADDITIONAL LIVING EXPENSE: \$not in appraisal

This is a total agreed claim amount. It does not include the application of any deductible(s) and/or advance or previous claim payment. It is not intended to extend or limit any policy provisions, conditions, exclusions, limitations or extensions of coverage. This award is based on the attached estimate for repairs.

Appraiser _____ Date _____
 Appraiser _____ Date _____
 Umpire _____ Date _____

APPRAISAL AWARD FORM

Insured Name: [REDACTED]
 Claim Number: [REDACTED]
 Policy Number: [REDACTED]
 Date of Loss: [REDACTED]
 Insured Property Location: [REDACTED]

We the undersigned, pursuant to our appointment as appraisers and umpire in the above referenced appraisal, DO HEREBY CERTIFY, that we have conscientiously preformed the duties assigned to us and have appraised the value of all losses presented as follows:

Coverage	Replacement Cost
Coverage A Dwelling	\$ 16,599.00
Coverage B Other Structure	NA
Coverage C Personal Property	NA
Coverage D Additional Living Expense	NA
Additional Coverage	NA
Ordinance or Law	NA
Net Award	\$ 16,599.00

Stipulations

This award is made without consideration of any deductibles or prior payments. Such deductibles and prior payments will be subtracted from any payments due and owing as a result of the entry of this award. This award is made subject to all the terms, conditions and exclusions of the above listed policy.

_____ Appraiser for Policyholder	_____ Appraiser for Carrier	_____ Umpire
Date:	Date:	Date:

DECLARATION OF APPRAISAL

State of Florida, County of Orange

Subject:



APPRAISAL AWARD

We, the undersigned, pursuant to the within appointment, certify that we have duly, conscientiously and impartially performed the duties assigned to us on the subject matter, including the revision and adjustment of documents, have appraised, determined and do hereby render the following award: The loss was due to fire

	Replacement Cost	Depreciation	Actual Cash Value
Building	\$167,399.32	\$28,382.63	\$139,016.69
Structures Demo	\$23,053.17	\$0.00	\$23,053.17
Dryout	\$16,870.94	\$0.00	\$16,870.94
Board Up/Disconnect/Recharge	\$927.57	\$0.00	\$927.57
Contents	\$36,694.20	\$14,677.68	22,016.52
Loss of Rent/ B.I.	Not Appraised	Not Appraised	Not Appraised
Other expenses	Not Appraised	Not Appraised	Not Appraised
Ordinance and Law	Not Appraised	Not Appraised	Not Appraised
Value Of Contents	\$291,200.00	116,480.00	174,720.00
Value of Bld		N/A	

Carrier Appraiser: 

Insured Appraiser: 

Umpire: 

Note:

All prior payment(s) and advances should be deducted from the above amounts. All policy provisions to include limiting provisions such as deductibles also apply.

[REDACTED]
v.
[REDACTED]

Claim number: [REDACTED]

STATE OF FLORIDA
COUNTY OF LAKE

AWARD

We, the undersigned, pursuant to the within appointment, DO HEREBY CERTIFY that we have truly and conscientiously performed the duties assigned to us, agreeably to the foregoing stipulations, and have appraised and determined and do hereby award as the amount of loss the following sums to wit:

	<u>RCV</u>
COVERAGE A:	\$280,000.00

[REDACTED] APPRAISER
Appraiser for Insured/Date

[REDACTED] APPRAISER
Appraiser for Carrier/Date

Not Used _____ UMPIRE
Umpire

This award includes all damages and amounts due from the insurance policy. These figures do not take into account, and have not been reduced by, the application of any deductibles, limitations or possible co-insurance penalties. This award and/or finding is also subject to all of the terms, limitations, conditions, and coverages as set forth in the policy of insurance. This award does not consider attorney's, costs nor interest.

Appraisal Award

v. [REDACTED]

Claim No.: [REDACTED]

COVERAGE: DWELLING

TRADE	INSURER	INSURED	Appraisal Award (total amount for each trade)*
General Demo	\$ 328,941.05	\$ 372,127.33	\$ 360,764.03
Electrical (includes Low Voltage and Electrical Rewire)	\$ 392,093.36	\$ 683,775.00	\$ 545,397.14
Framing and Rough Carpentry	\$ 344,358.14	\$ 569,873.30	\$ 473,467.97
Heat Vent and Air	\$ 115,072.34	\$ 149,050.08	\$ 149,050.08
Landscaping	\$ 46,292.00	\$ 92,585.00	\$ 61,292.00
Marble Cultured or Natural	\$ -	\$ 1,260.40	\$ 1,260.40
Plumbing	\$ 100,806.80	\$ 162,222.00	\$ 148,773.20
Swimming Pools and Spas	\$ 8,750.00	\$ 49,766.80	\$ 22,508.80
Stucco and Exterior Plaster	\$ 42,056.50	\$ 121,494.60	\$ 107,471.50
Temporary Repairs	\$ 20,824.37	\$ 41,824.37	\$ 33,361.37
Windows Vinyl	\$ -	\$ 1,500.00	\$ 1,500.00
Windows Wood	\$ 14,365.62	\$ 180,228.64	\$ 89,465.56
Subtotal	\$ 1,413,560.18	\$ 2,425,707.52	\$ 1,994,312.05
Tax (6.5%)			\$ 64,815.14
Subtotal with Tax			\$ 2,059,127.19
Overhead (10% of Subtotal with Tax)			\$ 205,912.72
Profit (15% Subtotal with Tax)			\$ 308,869.08
Total for Dwelling			\$ 2,573,908.99

COVERAGE: LOSS of USE

ADDITIONAL LIVING EXPENSES	INSURER	INSURED	
Additional Living Expenses (ALE) (\$14,500 per month is agreed to by [REDACTED] and [REDACTED])	\$217,500**	***	\$ 290,000.00
Contents Storage (\$537.60 per month is agreed to by [REDACTED] and [REDACTED])	\$8,064**	***	\$ 10,752.00
Total for Loss of Use			\$ 300,752.00

** [REDACTED] concedes 15 months of ALE and Contents Storage beginning 1/01/10.

*** [REDACTED] claims ALE and Contents Storage from 1/01/10 until the date of payment of the Appraisal Award, plus 24 months thereafter.

*The Appraisal Award shall be the total amount for each trade, and shall not be less than the amount specified by [REDACTED] or greater than the amount specified by [REDACTED] for each trade. For Loss of Use the amount awarded shall be the monthly ALE (\$14,500) and the monthly Contents Storage (\$537.60) times the total number of months awarded after January 1, 2010. The total number of months awarded for ALE and Contents shall be the same and will not be less than 15 months beginning January 1, 2010 or greater than the time period between January 1, 2010 and the date the Appraisal Award is paid, plus 24 months thereafter.

Total Appraisal Award (Sum of Totals for Dwelling and Loss of Use) \$ 2,874,660.99

LOSS OF USE: 01/01/2010 to 02/10/2010 PLUS 20 days = 60 days/30 days per month PLUS 18 months = 20 months

Appraiser for Policyholder Print Name Date

Appraiser for Insurer Print Name Date

Umpire Print Name Date

COMMENT: Format negotiated by Attorneys for each party

Appraisal Award

Insured:
Carrier:
Policy #:
Claim #:
Date of Loss: 10/29/2012
Peril: Hurricane Sandy
Loss Location:

We the undersigned, pursuant to our appointment as appraisers and umpire in the above referenced appraisal, DO HEREBY CERTIFY, as witnessed with our signatures below, that we have conscientiously performed the duties assigned to us and have appraised the BUILDING, FUNGUS and BUSINESS INCOME AND EXTRA EXPENSE LOSS as shown below to be a direct result of the damage sustained by SUPER STORM SANDY to the Insured Location from wind created openings resulting in water damage to be as follows:

Coverage	Replacement Cost	Depreciation	Actual Cash Value
Building	238,572.14	(16,254.30)	222,317.84
Fungus¹	28,248.00	-	28,248.00
Business Income and Extra Expense Amount of Loss			
Business Income and Extra Expense	\$ 150,288.00		

¹ - Fungus appears to be an excess loss and the deductible may be absorbed.

Stipulations

This award is made without consideration of any deductibles or prior payments. Such deductibles and prior payments will be subtracted from any payments due and owing as a result of the entry of this award. This award is made subject to all the terms, conditions and exclusions of the above listed policy.

6/25/2014

Appraiser for the Carrier

Date

Appraiser for the Insured

Date

Umpire of Record

Date