



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

State Risk Management Trust Fund
Certificate of Rental Value Coverage

Various provisions in this certificate restrict coverage. Read the entire certificate carefully to determine rights, duties and what is and is not covered.

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

Throughout this policy the words "you" and "your" refer to the State Agency, Board, Bureau, or other authorized entity shown in the Declarations. The words "we", "us" and "our" refer to the State Risk Management Trust Fund (the Fund).

Other words and phrases that appear in "quotation marks" have special meaning. Refer to SECTION E - DEFINITIONS.

A. COVERAGE

We will pay for the actual loss of Rental Value you sustain due to necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the premises described in the Declarations, caused by or resulting from any Covered Cause of Loss.

1. Rental Value

Rental value means the:

- a.** Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you; and
- b.** Amount of all charges which are the legal obligation of the tenant(s) and which

would otherwise be your obligations, and

- c.** Fair rental value of any portion of the described premises which is occupied by you.

2. Covered Causes Of Loss

See applicable Causes of Loss as shown in your Certificate of Property Coverage.

3. Additional Coverages

a. Expenses to Reduce Loss. We will pay any necessary expenses you incur, except the cost of extinguishing a fire, to reduce the amount of loss under this Certificate. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Certificate.

b. Civil Authority. We will pay for the actual loss of Rental Value you sustain caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

c. Alterations and New Buildings. We will pay for the actual loss of Rental Value you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1)** New buildings or structures, whether complete or under construction;
- (2)** Alterations or additions to existing buildings or structures; and
- (3)** Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a)** Used in the construction, alterations or additions; or
 - (b)** Incidental to the occupancy of new

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buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

B. EXCLUSIONS

See applicable Exclusions as shown in your Certificate of Property Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the applicable Limit of Coverage shown in the Declarations.

Payments under the Additional Coverages will not increase the applicable Limit of Coverage.

D. LOSS CONDITIONS

See applicable Loss Conditions as shown in your Certificate of Property Coverage except:

1. The coinsurance condition does not apply to Rental Value Coverage.

E. DEFINITIONS

1. **"Operations"** means the tenantability of the described premises.
2. **"Period of Restoration"** means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) 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".

The expiration date of this policy will not cut short the "period of restoration".

3. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.