

# ASSOCIATION PROFESSIONAL LIABILITY DECLARATIONS

THIS IS BOTH A CLAIMS MADE AND REPORTED CERTIFICATE OF INSURANCE. PLEASE READ IT CAREFULLY.

PRODUCER: McGowan Risk Specialists

POLICY NUMBER: 10143L190008

AUTHORITY REFERENCE NO.: B128410143L19

RENEWAL OF: 10619L180049

THIS CERTIFICATE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS VIA THEIR AUTHORISED REPRESENTATIVE DURING THE CERTIFICATE PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THIS CERTIFICATE CAREFULLY.

**Item 1. NAMED INSURED:**  
Metropolitan at Lake Eola Condominium Association Inc      CONFIRMATION #: A043840402571

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**Item 2. ADDRESS:**  
Property Manager  
151 East Washington Street  
Orlando, FL 32801

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**Item 3. PERIOD:** FROM: 12/31/2019      TO: 12/31/2020  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein.

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**Item 4. LIMITS OF LIABILITY:**  
\$1,000,000      **any one claim**  
\$1,000,000      **aggregate inclusive of defense costs, charges and expenses**

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**Item 5. RETENTION (Inclusive of claim expenses):**  
a. \$25,000      Each wrongful act other than an employment practices violation  
b. \$25,000      Each employment practices violation

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**Item 6. TOTAL POLICY PREMIUM:**      \$8,308.00  
**FEES:** Not Applicable

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**Item 7. ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:**  
**See attached forms schedule**

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**Item 10. SERVICE OF SUIT MAY BE MADE UPON:**  
Mendes & Mount LLP  
750 7th Avenue  
New York, NY 10019-6829

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Item 11.

**IN THE EVENT OF A CLAIM, PLEASE NOTIFY THE FOLLOWING:**

Kaufman Borgeest & Ryan LLP  
Attn: Melinda B. Margolies  
200 Summit Lake Drive  
Valhalla, New York 10595

DATE: 1/27/2020



\_\_\_\_\_  
Coverholder Signature

CorRisk Solutions  
One Huntington Quadrangle  
Suite 4N20  
Melville, NY 11747

# Florida Surplus Lines

## Non-Admitted Policy Disclosure Notice

Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Filing Confirmation #: \_\_\_\_\_

Surplus Lines Agent's Name: \_\_\_\_\_ Thomas B. McGowan, IV

Surplus Lines Agent's Address: \_\_\_\_\_ 20595 Lorain Road, 3rd Floor  
\_\_\_\_\_ Fairview Park, Ohio 44126

Surplus Lines Agent's License #: \_\_\_\_\_ P068259

Producing Agent's Name: \_\_\_\_\_

Producing Agent's Physical Address: \_\_\_\_\_

**“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”**  
**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Policy Premium: \_\_\_\_\_ Policy Fee: \_\_\_\_\_ Inspection Fee: \_\_\_\_\_

Tax: \_\_\_\_\_

Service Fee: \_\_\_\_\_

Citizen's Assessment: \_\_\_\_\_ EMPA Surcharge: \_\_\_\_\_ FHCF Assessment: \_\_\_\_\_

Surplus Lines Agent's Countersignature \_\_\_\_\_ 

“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”

“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”

# Schedule of Forms

Named Insured Metropolitan at Lake Eola Condominium Association Inc

Policy No: 10143L190008 Lloyd's of London

Form Name	Form Edition No
SLC-3 Cover	SLC-3
Association Professional Liability Declarations	WK APL 40 12 16
Schedule of Forms	Forms
Association Professional Liability Policy Form	WK APL 38 12 16
Biological or Chemical Materials Exclusion	NMA2962
Cancellation Clause	NMA1331
Nuclear Incident Exclusion Clause – Liability – Direct (Broad)	NMA1256
Lloyd's Privacy Policy Statement	LSW1135B
Minimum Earned Premium Clause	LSW699
Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)	NMA1477
Service of Suit (U.S.A)	NMA 1998 24/4/86
Several Liability Notice	LSW1001 (Insurance)
Sanction Limitation and Exclusion Clause	LMA3100
War and Terrorism Exclusion Endorsement	NMA2918
U.S. Terrorism Risk Insurance Act of 2002 as amended New & Renewal Business Endorsement	LMA5218
Coverage Extension - Property Managers	WK APL 21 12 16
Exclusion - BI/PD EPL Coordination Endorsement	WK APL 35 12 16
Exclusion - Builder / Developer	WK APL 01 12 16
Exclusion - Lien and Foreclosures	WK APL 16 12 16
Exclusion - Prior and/or Pending Litigation Backdated Endorsement	WK APL 28 12 16
Exclusion - Specific - Endorsement	WK APL 06 06 18
Fraud Exclusion Amendatory Endorsement	WK APL 04 12 16
Full Severability Endorsement	WK APL 24 12 16
Fungus and Mold Exclusion Endorsement	WK APL 05 12 16
Insured Versus Insured Exclusion Endorsement (In Coordination with an Employment Practices Violation Endorsement)	WK APL 37 12 16
Non-Indemnifiable Damages Endorsement	WK APL 39 12 16
Non-Monetary Damages Coverage Endorsement	WK APL 27 12 16
Line Slip	10143L19
Severability of Exclusions Endorsement	WK APL 30 12 16
Volunteers Coverage Endorsement	WK APL 32 12 16
Florida Guaranty Act Notice	LSW1661
Third Party Discrimination/Harassment Extension Endorsement With Sublimit And Deductible	WK APL 43 11 19
Florida Rates and Forms Notice	LSW1662
Florida Surplus Lines Notice (Guaranty Act)	LMA9037
Florida Surplus Lines Notice (Rates and Forms)	LMA9038

In consideration of the premium paid, and in reliance upon the statements in the Application attached hereto and made a part hereof, and subject to the Limit of Liability stated in item 3 of the Declarations and the terms and conditions contained herein, the Company hereby agrees as follows:

## **INSURING AGREEMENTS**

### **1. Errors and Omissions.**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages resulting from any claim or claims first made against the insured during the Policy Period for any Wrongful Act of the Insured or of any other person for whose actions the Insured is legally responsible, but only if such Wrongful Act occurs during or prior to the Policy Period and arises solely out of the conduct of the Insured's business as an association.

### **2. Defense Costs, Charges & Expenses.**

With respect to such insurance as is afforded by this policy, the Company shall, as part of and subject to the Limit of Liability:

- a) Defend any action or suit brought against the insured alleging a Wrongful Act, even if such action or suit is groundless, false or fraudulent; but the insured shall not admit liability for or settle any claim or incur any cost or expense without the written consent of the Company, and the Company shall have the right to make such investigation and conduct negotiations and, with the written consent of the Insured, enter into such settlement or compromise of any claim or suit as the Company deems expedient. If the Insured refuses to consent to any settlement recommended by the Company, the Insured shall thereafter at his own expense negotiate or defend such claim or suit independently of the Company and the liability of the Company shall not exceed the amount for which the claim could have been settled plus the costs and expenses incurred with the Company's consent up to the date of such refusal;
- b) Pay all reasonable expenses, other than salaries of the Insured's employees, incurred by the Insured at the Company's request.

## **DEFINITIONS**

1. **Insured** means the association named in Item 1 of the Declarations and shall include any past, present or future director, officer, employee, board member or committee member of the association while acting within the scope of his duties as such. Insured shall also include any other member of the association while acting at the direction of any officer or the board of directors of the association on behalf of the association.
2. **Wrongful Act** means any actual or alleged:
  - a) negligent act, breach of duty, error, omission, misstatement or misleading statement, or;
  - b) infringement of copyright or trademark, or unauthorized use of title; or
  - c) plagiarism, piracy or misappropriation of ideas, or;
  - d) the publication or utterance of libel, slander or other defamatory or disparaging material or remark, or;
  - e) invasion or infringement of the right of privacy.
3. **Damages** means any amount that the Insured shall be legally required to pay because of judgments rendered against the Insured, or for settlements negotiated with the written consent of the Company provided that such damages shall not include fines or penalties or other matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
4. **Policy Period** means the period from the effective date of this policy to the expiration date or earlier cancellation date of this policy.

## **EXCLUSIONS**

This policy does not apply:

- a) to any claim involving allegations of fraud, dishonesty, antitrust violations, price fixing, restraint of trade, or criminal or malicious acts or omissions; however, the Insured shall be reimbursed for all amounts which would have been collectible under this policy if such allegations are not subsequently proven;
- b) to any claim alleging, arising out of, based upon or attributable to bodily injury, sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, whether or not such property is physically damaged;
- c) to any claim arising out of breach of fiduciary duty, responsibility or obligation in connection with an employee benefit or pension plan;
- d) to any cross-claim or counterclaim brought by one Insured under this policy against another Insured;
- e) to any claim arising out of failure to effect or maintain any insurance or bond;
- f) to any claim arising out of acts of a knowingly discriminatory nature;
- g) to any Wrongful Act committed prior to the beginning of the Policy Period if, on or before the effective date of this policy any Insured knew or could have reasonably foreseen that such Wrongful Act did or would result in a claim against the Insured;
- h) to any claim arising out of a violation of the responsibilities, obligations or duties imposed by the Federal Election Campaign Act of 1971, Chapters 95 and 96 of the Internal Revenue Code of 1954, or amendments thereto or similar statutory law of the United States of America or any state or jurisdiction therein.
- i) to any claim arising out of any contract or agreement, whether oral, written, expressed or implied, including the liability of others assumed by an Insured, unless such Insured would have been liable in the absence of such contract or agreement.
- j) to any claim arising out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- k) to any pending or prior litigation as well as future Claims arising out of said pending or prior litigation. If this policy is a renewal of a policy issued by the Company, this exclusion shall only apply with respect to a pending or prior litigation prior to the effective date of the first policy issued and continuously renewed by the Company;

## **SPECIAL PROVISIONS**

### **1. Limit of Liability.**

The total liability of the Company for all Damages, defense costs, charges and expenses arising from all claims made against the Insured during the Policy Period and inclusive of the extended reporting period, if applicable, shall not exceed the Limit of Liability stated in item 3 of the Declarations. The inclusion herein of more than one Insured shall not increase the Company's Limit of Liability.

### **2. Deductible.**

The Company shall only be liable for those damages, defense costs, charges and expenses which are in excess of the Deductible stated in Item 4 of the Declarations. This deductible shall apply to each Wrongful Act and shall be borne by the insured and remain uninsured. Claims arising out of the same act or out of a series of interrelated acts shall be considered as arising out of one Wrongful Act.

3. Loss Provisions.

The Insured shall, as a condition precedent to the availability of the rights provided under this policy, give written notice to the Company as soon as practicable of any claim made against the Insured. The Insured shall promptly forward to the Company any demand, notice or summons received by the Insured. Notice given by or on behalf of the Insured to any authorized representative of the Company, with particulars sufficient to identify the Insured, shall be deemed notice to the Company.

4. Special Reporting Clause.

If during the Policy Period or during the extended reporting period (if the right is exercised by the Insured in accordance with Provision 5) the Insured shall become aware of any occurrence which may reasonably be expected to give rise to a claim against the Insured for a Wrongful Act which occurs prior to the end of the Policy Period, and provided the Insured gives written notice to the Company during the Policy Period or the extended reporting period (if applicable) of the nature of the occurrence and specifics of the possible Wrongful Act, any claim which is subsequently made against the Insured arising out of such Wrongful Act shall, for the purposes of this policy, be treated as a claim made during the currency hereof.

5. Extended Reporting Period.

If the Company or the Insured shall cancel or refuse to renew this policy, the Insured shall have the right, upon payment of an additional premium of 75% of the total annual premium to a period of twelve (12) months following the effective date of such cancellation or non-renewal in which to give written notice to the Company of claims made against the insured during said twelve (12) month period for any Wrongful Act committed prior to the end of the Policy Period and otherwise insured hereunder.

Alternatively, the Insured shall have the right, upon payment of 100% or 125% of the total annual premium to a period of twenty-four (24) or thirty-six (36) months following the effective date of such cancellation or non-renewal in which to give written notice to the Company of claims made against the insured during said of twenty-four (24) or thirty-six (36) month period for any Wrongful Act committed prior to the end of the Policy Period and otherwise insured hereunder.

The rights contained in this clause shall terminate, however, unless written notice of such election together with the additional premium due is received by the Company within thirty (60) days of the effective date of cancellation or non-renewal. This clause shall not apply to any cancellation resulting from non-payment of premium.

## GENERAL CONDITIONS

1. This policy only applies to Wrongful Acts committed by and suits brought against the Insured in the United States of America, its territories or possessions, or Canada.
2. All notices of claims, applications, demands or requests provided for in this policy shall be in writing and addressed to:  
Kaufman Borgeest & Ryan LLP  
Attn: Melinda B. Margolies  
200 Summit Lake Drive  
Valhalla, New York 10595
3. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements and in the conduct of suits. The insured shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except his own cost, voluntarily make any payment, assume any obligation or incur any expense.
4. No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured and the claimant subject to the prior written consent of the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative.

5. In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization, and the Insured shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the Company's total payment shall be restored to the Insured, less the cost to the Company of recovery.
6. Such insurance as is provided under this policy shall apply only as excess over any other valid and collectible insurance.
7. This policy may be cancelled by the Insured by surrender of this policy to the Company or by giving written notice to the Company stating when thereafter such cancellation shall be effective. This policy may also be cancelled by the Company by mailing to the Insured by registered, certified, or other first class mail, at the Insured's address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice. If this policy shall be cancelled by the Insured, the Company shall retain the customary short rate proportion of the premium hereon. If this policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such Payment shall be made as soon as practicable.
8. This policy shall be void if assigned or transferred without the written consent of the Company. If the Insured shall die or be adjudged incompetent, this policy will protect the Insured's heirs and legal representative as the Insured with respect to claims previously reported and insured under this policy.
9. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any obligation hereunder.
10. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy and signed by an authorized representative of the Company.
11. The association named in Item X of the Declarations shall act on behalf of all Insureds with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy and the acceptance of any endorsements issued to form a part hereof.
12. If both Loss covered under this policy and loss not covered under this policy are jointly incurred either because a Claim includes both covered and non-covered matters or covered and non-covered causes of action or because a Claim is made against both an Insured and any other parties not insured by this policy, then the Insured and the Insurer shall use their best efforts to fairly and reasonably allocate payment under this policy between covered Loss and non-covered loss based on the relative legal exposures of the parties with respect to covered and non-covered matters or covered and non-covered causes of action.

If the Insurer and the Insured agree on an allocation of Defense Expenses, based on covered and noncovered matters or persons, the Insurer shall advance Defense Expenses allocated to covered Loss. If there is no agreement on an allocation of Defense Expenses, the Insurer shall advance

Defense Expenses that the Insurer believes to be covered under this policy until a different allocation is negotiated, arbitrated, or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of Defense Expenses on account of a Claim shall be applied retroactively to all Defense Expenses on account of such Claim, notwithstanding any prior advancement to the contrary. Any advancement or allocation of Defense Expenses on account of a Claim shall not apply to or create any presumption with respect to the allocation of other loss on account of such Claim.

13. If a claim against an Insured includes a claim against such Insured's lawful spouse, domestic partner or a property interest of such Insured's lawful spouse, and the claim arises from an actual or alleged Wrongful Act of such Insured, this policy shall cover Damages, defense costs, charges and expenses arising from the claim made against the spouse or the property interest of that spouse to the extent that such Damages, defense costs, charges and expenses do not arise from a claim for any actual or alleged act, error or omission of such spouse. This policy shall cover such Damages, defense costs, charges and expenses arising from a claim against the estates, heirs or legal representatives of any deceased Insured, and the legal representatives of any Insured, in the event of incompetency, insolvency or bankruptcy, who was an Insured at the time the Wrongful Acts upon which such claim is based were committed.

## Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/03

Form approved by Lloyd's Market Association (Non-Marine)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **CANCELLATION CLAUSE**

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61  
NMA1331

Named Insured: Metropolitan at Lake Eola Condominium Association Inc  
 Policy Effective Date: 12/31/2019  
 Policy Expiration Date: 12/31/2020  
 This endorsement effective: 12:01 AM 12/31/2019 forms part of Policy No: 10143L190008

## **NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

## IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
NMA1256

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information, We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal Information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

### **MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this Policy by the Assured, a minimum earned premium of 25% as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding.

In the event of cancellation by the Underwriters for non-payment by the Assured, the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the Assured remits the full premium within 10 days of receiving notice of it.

In the event of any other cancellation by the Underwriters, the earned premium shall be computed pro rata, not subject to the minimum premium.

AIF 2336 (01/98)

02/98

LSW699

Named Insured: Metropolitan at Lake Eola Condominium Association Inc  
Policy Effective Date: 12/31/2019  
Policy Expiration Date: 12/31/2020  
This endorsement effective: 12:01 AM 12/31/2019 forms part of Policy No: 10143L190008

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64  
NMA1477

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, LLP, 750 Seventh Avenue, New York, NY 10019-6829 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86  
NMA1998

## **SEVERAL LIABILITY CLAUSE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance)

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
LMA3100

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2918

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
New & Renewal Business Endorsement**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD \$0.00 paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5218  
12 January 2015

## COVERAGE EXTENSION – PROPERTY MANAGERS

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Solely with respect to the coverage afforded under this endorsement, in the **DEFINITIONS** Section, Paragraph 1. “**Insured**,” is amended by adding the following to the end of that paragraph:

PM-a) Insured also means any **Property Manager**, but solely for claims arising out of its **Wrongful Acts**, or the **Wrongful Acts** of another Insured for which the **Property Manager** is vicariously liable.

PM-b) **Property Manager** means a person providing the following services in connection with the management of commercial or residential property for and at the direction of the Insured specified at Item X of the Declarations Page, for a fee:

- i) development and implementation of management plans and budgets for such Insured property;
- ii) oversight and physical maintenance of such Insured property;
- iii) solicitation evaluation and securing tenants and management of tenant relations, collection of rent and processing eviction with respect to such Insured property;
- iv) development, implementation and management of (i) loss control and risk management plans for real property of such Insured and (ii) contracts and subcontracts, excluding property and liability contracts, necessary to the daily functioning of the property of such Insured; and
- v) feasibility studies and recommendations regarding maintenance, repairs, renovations or alterations of property of such Insured Organization, provided such maintenance, repairs, renovations or alterations do not involve, in whole or in part, the services of an architect;
- vi) personnel administrations and record-keeping in connection with managing such Insured property.

2. Solely with respect to the coverage afforded under this endorsement, in the **DEFINITIONS** Section, Paragraph 2. “**Wrongful act**,” is amended by adding the following to the end of that paragraph:

PM-b) error, misstatement, misleading statement, act or omission or neglect or breach of duty by the Property Manager, but solely (i) in the capacity of providing services as a Property Manager for the Insured Organization specified at Item x of the Declarations Page, and (ii) where acting at the specific direction of such Insured Organization. Wrongful Act does not include any actual or alleged conduct of Property Manager in the discharge of its duties as such for any organization other than the Insured Organization specified at Item X of the Declarations Page, or for its own interests, outside the limited scope described here.

3. Solely with respect to the coverage afforded under this endorsement, in the **EXCLUSIONS** Section, is amended by adding the following to the end of that paragraph but solely with respect to a Claim against a Property Manager:

PM-c) Based upon, directly or indirectly arising out of, or in any way involving commingling, misappropriation or improper use of, or failure to pay, collect or safeguard funds;

PM-d) Based upon directly or indirectly arising out of, or in any way involving advice as to property value.

PM-e) Wrongful entry or eviction

4. Solely with respect to the coverage afforded under this endorsement, in the in the **GENERAL CONDITIONS** is amended by adding the following to the end of that paragraph:

PM-f) If any Loss on account of any claim or related claims against, or any **Wrongful Act** or interrelated **Wrongful Acts** by a **Property Manager** is insured under two or more policies issued by the Insurer or any affiliate thereof, only the policy with the greatest limit of liability shall apply, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this policy. A failure by the **Property Manager** to disclose other available insurance, which shall apply as primary in keeping with this policy's other insurance provisions, shall be a material breach of the policy and coverage provided here and shall render coverage available to the Property Manager void or voidable at the Insurers option.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

**EXCLUSION – BI/PD EPL COORDINATION- ENDORSEMENT**

Solely with respect to the coverage afforded under this endorsement, the **EXCLUSIONS** Section, subparagraph (k) is deleted in its entirety and replaced with the following:

BIPDEPL-a) to any claim alleging, arising out of, based upon or attributable to bodily injury, sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof; provided, this exclusion will not apply to allegations of mental anguish or emotional distress made solely in connection with an **Employment Practices Violation**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## **EXCLUSION - BUILDER / DEVELOPER**

In consideration of the premium charged, it is hereby understood and agreed that the **EXCLUSIONS** Section is amended by adding the following to the end of that Section:

This policy does not apply:

BD-a) to any claim arising out any actual or alleged dispute with a converter, builder, developer or contractor, including but not limited to disputes arising out of conflicts of interest, or any claim brought by any converter, builder, developer or contractor against any Insured arising out of, in whole or in part, a building or construction dispute, including but not limited to architecture or style disputes. This exclusion shall include but not be limited to any dispute with persons (or their agents or representatives) who own but do not reside in properties being constructed or adapted for sale or resale to third parties.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

**EXCLUSION – LIEN AND FORECLOSURES**

In consideration of the premium charged, it is hereby understood and agreed that the **EXCLUSIONS** Section is amended by adding the following to the end of that Section:

This policy does not apply:

LF-a) to any claim arising out of Lien disputes, “Super Lien” disputes or foreclosures of any sort

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

**EXCLUSION – PRIOR AND/OR PENDING LITIGATION BACKDATED- ENDORSEMENT**

Solely with respect to the coverage afforded under this endorsement, the **EXCLUSIONS** Section, subparagraph (K) is deleted in its entirety and replaced with the following:

ES-a) to any pending or prior litigation involving any Insured that was commenced or initiated prior to, or pending as of 12/31/2011, or arising out of or based upon, in whole or in part, any facts or circumstances underlying or alleged in any such prior or pending litigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**EXCLUSION – SPECIFIC- ENDORSEMENT**

1. Solely with respect to the coverage afforded under this endorsement, the **EXCLUSIONS** Section is amended by adding the following paragraph to the end of that Section:

ES-a) to any claim alleging, arising out of, based upon or attributable to, directly or indirectly relating to:

All Claims per Coastal Insurance Underwriters Loss Runs dated 11/3/2018

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## **FRAUD EXCLUSION AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed **EXCLUSIONS** (a) is deleted in its entirety and replaced with the following:

- (a) to any claim involving allegations of fraud, dishonesty, antitrust violations, price fixing, restraint of trade, or criminal or malicious acts or omissions; provided, however, the Company will defend claims alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse finding of fact against, adverse admission, or plea of *nolo contendere* or no contest by any Insured as to such conduct, at which time the Insured shall reimburse the Company for all defense costs, charges and expenses;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## FULL SEVERABILITY ENDORSEMENT

1. Solely with respect to the coverage afforded under this endorsement, the **General Conditions** Section is amended by adding the following paragraph to the end of that Section:

FS-a) The **Insured** represents that the information, particulars, documents, representations and statements contained in the **Application** are complete, true and accurate; are deemed incorporated into and constituting part of this policy; are material to the acceptance of the risk assumed by the Insurer under this policy. This policy is issued in reliance upon the truth of such representations. No knowledge or information possessed by any **Insured** will be imputed to any other **Insured**. If any of the information, particulars, documents, representations and statements contained in the application are untrue, this policy will be void with respect to any **Insured** who knew of such untruth.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## **FUNGUS AND MOLD EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the following amendments to the policy shall apply:

1. The **DEFINITIONS** section is amended to include the following at the end thereof:

FM-1. Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including Molds, rusts, mildews, smuts and mushrooms.

FM-2. Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and Fungi that produce Molds.

FM-3. Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i), Mold(s), mildew, plants, organisms or microorganisms.

2. The **EXCLUSIONS** section is amended to include the following at the end thereof:

This policy does not apply:

FM a) to any claim alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:

- (1) Fungus(i), Mold(s), mildew or yeast;
- (2) Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mold(s), mildew or yeast;
- (3) substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any Fungus(i), Mold(s), mildew or yeast; or
- (4) material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any Fungus(i), Mold(s), mildew, yeast, or Spore(s) or toxins emanating therefrom;

regardless of any other cause, event, material, product or building component that contributed concurrently or in any sequence to such claim.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**INSURED VERSUS INSURED EXCLUSION ENDORSEMENT  
(IN COORDINATION WITH AN EMPLOYMENT PRACTICES VIOLATION ENDORSEMENT)**

In consideration of the premium charged, it is hereby understood and agreed that in the **EXCLUSIONS** Section, paragraph (d) is deleted in its entirety and replaced with the following:

d) to any claim brought by or on behalf of:

- (i) one Insured under this policy against another Insured;
- (ii) any entity that is owned, managed or operated, directly or indirectly, in whole or in part by any Insured; or
- (iii) any parent company, subsidiary, successor or assignee of any Insured, or anyone affiliated with any Insured or such entity through common majority ownership or control;
- (iv) any past director, officer, trustee, manager or equivalent executives of the Insured who have not served as director, officer, trustee, manager or equivalent executive for at least three (3) years prior to the date such claim is first made, and if the claim is brought and maintained totally independent of and without solicitation, assistance, active participation or intervention of the Insured not described in this paragraph d. (iv).

provided, however, this exclusion does not apply to:

- (i) any claim brought by a member of the association named in Item X. of the Declarations (the "Named Insured") arising out of the Named Insured's business as an association;
- (ii) any claim alleging an Employment Practices Violation. This exclusion shall only apply to cross-claims or counterclaims brought by one Insured against another Insured

i) to any claim arising out of any contract or agreement, whether oral, written, expressed or implied, including the liability of others assumed by an Insured, unless such Insured would have been liable in the absence of such contract or agreement; provided, however, this exclusion shall not apply to defense expenses in connection with an Employment Practices Violation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## **NON-INDEMNIFIABLE DAMAGES ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The **DEFINITIONS** Clause is amended as follows:

A. Paragraph 2. Is amended to include the following at the end thereof:

NI-a) Non-indemnifiable Damages.

B. The following is added at the end thereof:

NI-1. **Non-indemnifiable Damages** means Damages for which an Insured has neither indemnified nor is permitting or required to indemnify an individual Insured.

2. Paragraph 2. Deductible. of the **SPECIAL PROVISIONS** Clause is amended to include the following at the end thereof:

Notwithstanding the foregoing, no Deductible amount shall apply to Non-indemnifiable Damages.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

## NON-MONETARY DAMAGES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Solely with respect to the coverage afforded under this endorsement, in the **Defense Costs, Charges & Expenses** is amended by adding the following to the end of that paragraph:
  - C) With respect to a Claim, solely seeking relief or redress in any form other than monetary damages, this policy shall pay Defense Expenses up to a maximum amount of **\$100,000** per Claim and **\$200,000** in the aggregate for the Policy Period. A Retention amount of **\$25,000** shall be borne by the Insured, and the Insurer shall only be liable for the amount of Defense Expenses which are in excess of the above stated Retention amount.

Other than as set forth above, there shall be no coverage afforded under this policy for Loss in connection with any Claim seeking relief or redress in any form other than monetary damages. Such sublimit shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3. of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**B128410143L19**

Attaching To and Forming Part Of Binding Authority Agreement

**SCHEDULE OF LLOYD'S UNDERWRITERS PARTICIPATING HEREON:**

<b>Syndicates</b>	<b>Signed Line</b>
Chaucer Syndicate No. 1084 (CSL)	30.00%
Ren Re Syndicate 1458 (RNR)	27.50%
Aegis Syndicate No. 1225 (AES)	22.50%
Brit Syndicate No. 2987 (BRT)	20.00%
<b>Total:</b>	<b>100.00%</b>

## **SEVERABILITY OF EXCLUSIONS ENDORSEMENT**

1. Solely with respect to the coverage afforded under this endorsement, the **EXCLUSIONS** Section is amended by adding the following paragraph to the end of that Section:

SE-a) the **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the set for **EXCLUSIONS**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## **VOLUNTEERS COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The **DEFINITIONS** Section, paragraph 1. "Insured," is amended by adding the following to the end of that Section:

V-1. Insured shall also include volunteers working for and under the direct supervision of the association, its commissions, board, or other units of the association as are insured by this policy.

2. Solely with respect to the coverage afforded under this endorsement, all references in this policy to employees of the association, its commissions, boards, or other units as insured by this policy shall be interpreted to include volunteers.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

01/10/09  
LSW1661

**THIRD PARTY DISCRIMINATION/HARASSMENT EXTENSION ENDORSEMENT WITH SUBLIMIT  
AND DEDUCTIBLE**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Solely with respect to the coverage afforded under this endorsement, **DEFINITIONS** are amended as follows:

a. **DEFINITIONS** Section 2. **Wrongful Act** is amended to add the following language after Section (e):

f) **Third Party Harassment** or **Third Party Discrimination**; by an Insured solely in the conduct of the **Insured's** business as an Association.

b. **DEFINITIONS** Section 3. **Damages** is deleted in its entirety and replaced as follows:

**Damages** means the amount that an **Insured** becomes legally obligated to pay because of judgments rendered against the **Insureds**, or for settlements negotiated with the written consent of the Company provided that **Damages** shall not include:

a. punitive or exemplary damages, fines or penalties imposed by law, the multiplied portion of multiple damages or matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;

b. taxes;

c. any costs incurred by an **Insured** in connection with any education, sensitivity, anti-discrimination, anti-harassment or other training program, policy or seminars or any costs incurred to modify any building or property to make such building or property more accessible or accommodating to a disabled person; or

d. amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract.

c. **DEFINITIONS** is amended to add the following terms:

EP-1. **Third Party** means any person(s) with whom an **Insured** interacts.

EP-2 **Third Party Discrimination** means any discrimination by an **Insured** in his or her capacity as such against a **Third Party** based on such **Third Party's** race, color, creed, religion, age, gender, national origin, sexual orientation or preference, disability, pregnancy or other protected status that is protected pursuant to any applicable federal, state or local statute or ordinance.

EP-3 **Third Party Harassment** means any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment that is by an **Insured** to a **Third Party**.

2. Solely with respect to the coverage afforded under this endorsement, in the **EXCLUSIONS** Section, paragraphs (b), and (f) are deleted in its entirety and replaced with the following:

b) to any claim alleging, arising out of, based upon or attributable to bodily injury, sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, whether or not such property is physically damaged; provided, this EXCLUSION shall not apply to allegations of mental anguish or emotional distress made solely in connection with a **Third Party Harassment** or **Third Party Discrimination**;

f) to any claim arising out of acts of a knowingly discriminatory nature; provided, however, this exclusion shall not apply to any claim alleging a **Third Party Harassment** or **Third Party Discrimination**;

3. Solely with respect to the coverage afforded under this endorsement, the **EXCLUSIONS** Section is amended by adding the following paragraphs at the end of the Section:

EP - l) to any claim arising out of the gaining in fact of any profit or advantage to which the **Insured** is not legally entitled; the return of taxes, assessments or fees; any award of salary, wages or earnings;

EP - m) to any claim brought by or on behalf of any employee of the **Named Insured**, alleged employees of the **Named Insured** or applicants for employment with the **Named Insured**;

4. Coverage afforded under this Endorsement is subject to a separate Sublimit and Deductible as follows:

It is agreed that the Sublimit is part of, and not in addition to the Policy Limit of Liability as set forth in Item 4. of the Declarations.

Item 4. of the Declarations "LIMITS of LIABILITY," is amended to read as follows:

\$1,000,000 any one claim for **Third Party Harassment** or **Third Party Discrimination**; inclusive of **Damages** and **Defense Costs, Charges and Expenses**.

\$1,000,000 aggregate for all claims for **Third Party Harassment** or **Third Party Discrimination**; inclusive of **Damages** and **Defense Costs, Charges and Expenses**.

5. Solely with respect to the coverage afforded under this endorsement, Item 5. of the Declarations, "**DEDUCTIBLE**," is amended to include the following:

ITEM 5. Deductible (inclusive of **Defense Costs Charges and Expenses**): \$25,000 Each claim for **Third Party Harassment** or **Third Party Discrimination**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS  
ARE NOT APPROVED BY ANY FLORIDA REGULATORY  
AGENCY.**

01/10/09  
LSW1662

## FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

LMA9037  
01 September 2013

## FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

LMA9038  
01 September 2013



# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

CorRisk Solutions  
One Huntington Quadrangle, Suite 4N20  
Melville, NY 11747

**CERTIFICATE PROVISIONS**

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.  
 The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.  
 Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table For Term of One Year.**

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 ( 9 mos )	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 ( 3 mos )	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 ( 6 mos )	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 ( 10 mos )	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 ( 1 mos )	19	117 - 120	43	210 - 214 ( 7 mos )	67	320 - 323	91
33 - 36	20	121 - 124 ( 4 mos )	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 ( 11 mos )	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 ( 8 mos )	74	352 - 355	98
59 - 62 ( 2 mos )	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 ( 5 mos )	52	251 - 255	76	361 - 365 ( 12 mos )	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.
  2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.