


# Surplus Lines Declarations

**Westchester**  
A Chubb Company

Policy No. G71200826 003	Renewal of: G71200826 002
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NAMED INSURED & MAILING ADDRESS	
Southpointe Condominium Association, Inc. 3700 Woodgate Blvd Orlando, Florida 32822-4020	

POLICY PERIOD	
When Coverage Begins: 11/15/2020	12:01 A. M. Local Time At Named Insured's Address
When Coverage Ends: 11/15/2021	12:01 A. M. Local Time At Named Insured's Address

INSURING COMPANY	Producer's Name & Address:
<b>Westchester Surplus Lines Insurance Company</b>	Specialty Brokerage Services 2000 Polaris Parkway Suite 202 Columbus, Ohio 43240  Producer No: IT8338

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.

THIS POLICY PROVIDES LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THIS POLICY ALSO PROVIDES FIRST-PARTY CLEANUP COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS FIRST DISCOVERED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. DEFENSE AND CLAIMS EXPENSE IS SUBJECT TO AND WILL SERVE TO ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLE.

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

**Policy Number:** G71200826 003

**Renewal of:** G71200826 002

**Item 1. Named Insured:** Southpointe Condominium Association, Inc.  
3700 Woodgate Blvd  
Orlando, Florida 32822-4020

**Item 2. Producer:** Specialty Brokerage Services  
2000 Polaris Parkway  
Suite 202  
Columbus, Ohio 43240

**Item 3. Policy Period:** **Inception Date:** 11/15/2020 **Expiration Date:** 11/15/2021

(12:01 A.M. Local time at the address shown in Item 1.)

If "NOT INCLUDED" appears, then no such Coverage is provided under this policy.

**Item 4. Limits of Insurance:**

Policy Aggregate Limit	\$	250,000	
Coverage A – Cleanup Costs for New Pollution Conditions	\$	250,000	Each Pollution Condition
Coverage B – Bodily Injury and Property Damage for New Pollution Conditions	\$	250,000	Each Pollution Condition
Coverage C – Cleanup Costs for Pre-Existing Pollution Conditions	\$	Not Included	Each Pollution Condition
Coverage D – Bodily Injury and Property Damage for Pre-Existing Pollution Conditions	\$	Not Included	Each Pollution Condition
Coverage E – Non-Owned Location Pollution Liability	\$	250,000	Each Pollution Condition
Coverage F – Transportation Pollution Liability	\$	250,000	Each Pollution Condition
Coverage G – Contractors Pollution Liability	\$	Not Included	Each Pollution Condition
Coverage H – Product Pollution Liability	\$	Not Included	Each Pollution Condition

**Item 5. Deductible:**

Coverage A – Cleanup Costs for New Pollution Conditions	\$	10,000	Each Pollution Condition
Coverage B – Bodily Injury and Property Damage for New Pollution Conditions	\$	10,000	Each Pollution Condition

Coverage C – Cleanup Costs for Pre-Existing Pollution Conditions	\$	<b>Not Included</b>	Each Pollution Condition
Coverage D – Bodily Injury and Property Damage for Pre-Existing Pollution Conditions	\$	<b>Not Included</b>	Each Pollution Condition
Coverage E – Non-Owned Location Pollution Liability	\$	<b>10,000</b>	Each Pollution Condition
Coverage F – Transportation Pollution Liability	\$	<b>10,000</b>	Each Pollution Condition
Coverage G – Contractors Pollution Liability	\$	<b>Not Included</b>	Each Pollution Condition
Coverage H – Product Pollution Liability	\$	<b>Not Included</b>	Each Pollution Condition

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**Item 6. Total Premium:** \$ 950

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**Item 7. Retroactive Date:**

Coverage A – Cleanup Costs for New Pollution Conditions	<b>11/15/2018</b>
Coverage B – Bodily Injury and Property Damage for New Pollution Conditions	<b>11/15/2018</b>
Coverage C – Cleanup Costs for Pre-Existing Pollution Conditions	<b>Not Applicable</b>
Coverage D – Bodily Injury and Property Damage for Pre-Existing Pollution Conditions	<b>Not Applicable</b>
Coverage E – Pollution Liability at Non-Owned Locations	<b>11/15/2018</b>
Coverage F – Transportation Pollution Liability	<b>11/15/2018</b>
Coverage G – Contractors Pollution Liability	<b>Not Applicable</b>
Coverage H – Products Pollution Liability	<b>Not Applicable</b>

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**Item 8. Covered Location(s):**  
3700 Woodgate Boulevard, Orlando, FL 32822

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**Item 9. Forms and Endorsements:**

Endorsements as listed on Forms Schedule CPFS2

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**Item 10. Notices:**

**a. Notice of Claim or Pollution Condition**

Environmental Risk Claims Manager  
Westchester Environmental Claims  
P.O. Box 5119  
Scranton, PA 18505-0549  
First Notice Fax: (215) 640-5055 or (877) 518-3494  
First Notice Email: [WSGUMB-LTECLAIMS@CHUBB.COM](mailto:WSGUMB-LTECLAIMS@CHUBB.COM)

General Correspondence Fax : (866) 635-5688

**b. Environmental Incident Alert<sup>SM</sup> 24 Hour Emergency Response**  
Hotline: (888) 310-9553

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**Item 11**



JOHN J. LUPICA, President

*Authorized Representative*

Date:

12/11/2020

# Forms Schedule

Company:  
SYM: PPL

Westchester Surplus Lines Insurance Company

Policy ID: G71200826 003

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**Policy Period**

When Coverage Begins: 11/15/2020

12:01 A.M. Local Time At Named Insured's Address

When Coverage Ends: 11/15/2021

12:01 A.M. Local Time At Named Insured's Address

**Form Number****Form Title**

SLPD (03/08)

Surplus Lines Declarations

LD-5S23j (03/14)

Signature Endorsement

ENV-9100 (01/15)

Premises Pollution Liability Insurance Policy - Elite Form

ALL-21101 (11/06)

Trade or Economic Sanctions Endorsement

ENV-9099 (10-12)

Global Program Solutions Amendatory (Foreign Indemnity)  
Endorsement

ENV-9127 (10/11)

Intended Use Endorsement

ENV-9131 (10/11)

Minimum Earned Premium Endorsement

ENV-9132 (12-13)

Mold Coverage Amendatory Endorsement - Specified Coverage(s)

ENV-9169 (01/15)

Catastrophe Management Coverage Endorsement

ENV-9171 (07-15)

Dedicated Defense Aggregate Limit Endorsement

ENV-9176 (02/16)

Mold Coverage - Bodily Injury Only

ENV-9183 (08/18)

Limits Of Insurance Amendatory Endorsement

ENV-9950 (01/15)

Exclusion of Certified Acts of Terrorism

SL-44730a (01/16)

Service of Suit Endorsement - Florida

TRIA24 (01/15)

Policyholder Disclosure - Notice of Terrorism Insurance Coverage

## SIGNATURES

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**ILLINOIS UNION INSURANCE COMPANY** (A stock company)  
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

**WESTCHESTER SURPLUS LINES INSURANCE COMPANY** (A stock company)  
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President

  
\_\_\_\_\_  
Authorized Representative

Chubb. Insured.™

PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. DEFENSE AND CLAIMS EXPENSE IS SUBJECT TO AND WILL SERVE TO ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLE.

Throughout this Policy, the words "the Insurer" shall refer to the company providing this insurance. Other words and phrases that appear in **bold** have special meanings and are defined in Section IV. Definitions.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the **insured** as described herein.

**THIS POLICY PROVIDES LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THIS POLICY ALSO PROVIDES FIRST-PARTY CLEANUP COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS FIRST DISCOVERED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER.**

#### I. INSURING AGREEMENTS

The following coverages apply only if scheduled on the Declarations of this Policy. The Insurer agrees to pay on behalf of the **insured** for **loss** and **defense and claims expense**, in excess of the deductible, resulting from:

##### COVERAGE A – Cleanup Costs for New Pollution Conditions

- A. **Cleanup costs** arising out of a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that the **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and
- 1) The **pollution condition** is first discovered by a **responsible insured** during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim; or
  - 2) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

##### COVERAGE B – Bodily Injury and Property Damage for New Pollution Conditions

- B. **Bodily injury** and **property damage** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that:
- 1) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and
  - 2) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

##### COVERAGE C – Cleanup Costs for Pre-Existing Pollution Conditions

- C. **Cleanup costs** arising out of a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that the **pollution condition** first commences in whole or part prior to the **retroactive date**; and
- 1) The **pollution condition** is first discovered by a **responsible insured** during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty days after the expiration of the **policy period**, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim; or

- 2) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

#### **COVERAGE D – Bodily Injury and Property Damage for Pre-Existing Pollution Conditions**

**D. Bodily injury and property damage** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that:

- 1) The **pollution condition** first commences in whole or part prior to the **retroactive date**; and
- 2) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

#### **COVERAGE E – Non-Owned Location Pollution Liability**

**E. Bodily injury, property damage and cleanup costs** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** on, at, under or migrating from a **non-owned location**, provided that the **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim; and

- 1) For locations listed specifically in a Schedule of Non-Owned Locations attached to this Policy, the **pollution condition** first commences on or after the **retroactive date** shown in the Schedule of Non-Owned Locations and before the end of the **policy period**; or
- 2) For locations where waste generated from a **covered location** or a **job location** is sent for treatment, storage, processing, recycling or disposal, the **pollution condition** first commences on or after the **retroactive date** shown on the Declarations.

#### **COVERAGE F – Transportation Pollution Liability**

**F. Bodily injury, property damage and cleanup costs** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** that takes place in the **coverage territory** and is caused during the course of **transportation**, including loading and unloading, provided that:

- 1) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and
- 2) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the end of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

#### **COVERAGE G – Contractors Pollution Liability**

**G. Bodily injury, property damage and cleanup costs** caused by the **insured's work** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition**, provided that:

- 1) The **insured's work** occurred on or after the **retroactive date** and before the end of the **policy period**; and
- 2) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

#### **COVERAGE H – Product Pollution Liability**

**H. Bodily injury, property damage and cleanup costs** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** that takes place in the **coverage territory** and is caused by the **insured's product**, provided that:

- 1) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and
- 2) The **pollution condition** occurs at or from any premises, site or location that at no time was ever owned or occupied by, rented or loaned to any **insured**; and



- 3) The **pollution condition** occurs after the **insured** has relinquished physical possession of the **insured's product** to others; and
- 4) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

## II. LIMITS OF INSURANCE AND DEDUCTIBLE

### A. Limits of Insurance

- 1) The Limits of Insurance shown on the Declarations, or as amended by endorsement, and the rules below fix the most the Insurer will pay regardless of the number of **insureds**, **claims**, **pollution conditions**, **emergency response expense** or persons or organizations making **claims**.
- 2) The applicable Each Pollution Condition Limit stated on the Declarations is the most the Insurer will pay for applicable **claims**, **losses**, **emergency response expense** and **defense and claims expense** afforded by this Policy arising from the same, related, or continuous **pollution condition**. The most the Insurer will pay with respect to any **pollution condition** that continues during the policy period(s) of more than one Pollution Liability Policy is the Each Pollution Condition Limit shown on the Declarations applicable to the first policy period during which the **pollution condition** commenced.
- 3) The Policy Aggregate Limit stated on the Declarations is the most the Insurer will pay for the sum of damages under all Coverage Parts for applicable **claims**, **losses**, **emergency response expense** and **defense and claims expense** afforded by this Policy.
- 4) Subject to Paragraphs 1) through 3) above, if a **claim** from the same, related, or continuous **pollution condition** results in coverage being triggered under more than one purchased coverage in Section I. Insuring Agreements, the most the Insurer will pay for **loss** and **defense and claims expense** arising from the same, related, or continuous **pollution condition** is the highest Each Pollution Condition Limit stated on the Declarations for purchased Coverage Parts applicable to the **loss**.
- 5) The Limits of Insurance apply to the **policy period** shown on the Declarations or as amended by endorsement.

### B. Deductible

- 1) Subject to the provisions of Subsection A. Limits of Insurance above, the Insurer will pay for applicable **claims**, **losses**, **emergency response expense** and/or **defense and claims expense** that exceed the applicable deductible amount set forth on the Declarations or as amended by endorsement. The Limits of Insurance apply in excess of the deductible.
- 2) The deductible amount is the obligation of the **named insured** and applies once to **claims**, **losses**, **emergency response expense** and **defense and claims expense** arising from the same, related or continuous **pollution condition(s)**. If the same, related or continuous **pollution condition** results in coverage being triggered under more than one purchased coverage in Section I. Insuring Agreements, then only the highest deductible amount stated on the Declarations for purchased Coverage Parts applicable to the **pollution condition** will apply.
- 3) The Insurer, at its sole election and option, may either:
  - a. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, the **insured** shall promptly reimburse the Insurer for such part of the deductible amount that has been paid by the Insurer; or
  - b. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon the **insured** to pay or deposit with the Insurer all or any part of the deductible amount, to be held and applied by the Insurer at its sole discretion.
- 4) The Insurer has the right, but not the obligation, to make any payments associated with **cleanup costs**, a **claim**, **emergency response expense** and/or **defense and claims expense** within the amount of the applicable deductible if the Insurer, in its discretion, deems it advisable to do so. If the Insurer exercises this right, the **insured** must promptly upon request, but in no event later than thirty (30) days after such request, reimburse the Insurer for any payments made by the Insurer within the amount of the applicable deductible.

- 5) If a **claim** has not entered into litigation, and the Insurer and the **named insured** mutually agree to **mediation** as a means to settle a **claim** made against the **insured**, and if such **claim** is settled as a direct result of and during the **mediation**, the applicable deductible stated on the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, the Insurer will reimburse the **named insured** as soon as practicable up to a maximum of \$25,000 for any qualifying deductible amount that was already paid by the **named insured** prior to the mediation.

### III. DEFENSE AND SETTLEMENT

- 1) The Insurer may, at its discretion, investigate any **loss** and settle any **claim**.
- 2) The Insurer will have the right and the duty to defend the **insured** against a **claim** brought in the **coverage territory** to which this insurance applies. However, such duty to defend ends once the Limits of Insurance as shown on the Declarations, or amended by endorsement, are exhausted or are tendered into a court of competent jurisdiction, or once the **insured** refuses a settlement offer as provided in Paragraph 7), below.
- 3) The Insurer shall have no duty to defend the **insured** against any **claim** to which this insurance does not apply.
- 4) The Insurer has the right to select legal counsel to represent the **insured** for the investigation, adjustment and defense of any **claim** covered under this Policy. However, **defense and claims expense** incurred prior to the selection of legal counsel by the Insurer shall not be covered under this Policy and cannot be applied against any deductible.
- 5) **Defense and claims expense** is subject to and will erode the applicable Limits of Insurance and any applicable deductible. In addition, **defense and claims expense** is included within any applicable deductible stated on the Declarations to this Policy.
- 6) All duties of the Insurer under this Policy, including the duty to defend, end when the applicable Limits of Insurance are exhausted or are tendered into a court of competent jurisdiction, or once the **insured** refuses a settlement offer as provided in Paragraph 7), below.
- 7) The Insurer will present all settlement offers to the **insured**. The Insurer will not settle without the consent of the **insured**. If the Insurer recommends a settlement which is acceptable to a claimant, which exceeds any applicable deductible, is within the Limits of Insurance, and the **insured** refuses to consent to such settlement offer, the Insurer's duty to defend shall end. The Insurer's liability for **claim(s)** shall not exceed the amount for which the **claim** could have been settled if the recommendation made by the Insurer had been accepted, exclusive of the deductible.

### IV. DEFINITIONS

- 1) **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- 2) **Bodily injury** means:
  - a. Physical injury, illness or disease sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease; and
  - b. Mental anguish, emotional distress or shock.
- 3) **Claim** means any written demand or request for defense, request for indemnity or other legal proceeding against any **insured**.
- 4) **Cleanup costs** mean reasonable and necessary expenses incurred in the investigation, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any **pollution condition**, including associated evaluation, monitoring and testing:
  - a. To the extent required by applicable **environmental laws**; or
  - b. In the absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental consultant**.

**Cleanup costs** also include **replacement costs**.

- 5) **Conveyance** means **automobile**, aircraft, watercraft, train or railcar, and equipment designed for use off public roads which is intended to be used primarily for the movement of cargo.
- 6) **Coverage territory** means:
  - a. The United States of America, its territories and possessions, and Puerto; and
  - b. International waters or airspace, but only if **bodily injury** or **property damage** occurs in the course of travel or **transportation** between any places included in Subparagraph a. above.
- 7) **Covered location** means any location(s) in the **coverage territory** that is specifically listed on the Declarations or by endorsement.
- 8) **Defense and claims expense** means reasonable costs incurred in the investigation, adjustment or defense of **claims**. Such costs include, but are not limited to, costs of appeal, premium on appeal bonds or bonds to release attachments. However, the Insurer will have no duty to procure such bonds.
- 9) **Emergency response expense** means reasonable **cleanup costs** incurred by the **insured** to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a **pollution condition**. Such reasonable **cleanup costs** must be incurred within seven (7) days of the discovery of a **pollution condition** by an **insured**.
- 10) **Environmental consultant** means a person approved by the Insurer in writing who is duly certified and licensed in a recognized field of environmental science as required by an applicable state or provincial board, a professional association, or both, and fulfills certain minimum qualifications and maintains errors and omissions insurance. The Insurer shall consult with the **insured** in conjunction with the selection of the **environmental consultant**.
- 11) **Environmental laws** mean any federal, state, provincial, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the **insured** with respect to a **pollution condition**.
- 12) **Illicit abandonment** means the intentional placement, abandonment or disposal by a person or entity other than the **insured** and without the knowledge of a **responsible insured** of materials that would result in **cleanup costs** if such materials were to discharge, disperse, release or escape on, in, into or upon a **covered location**.
- 13) **Insured** means the **named insured**, any additional **insured** specifically endorsed onto this Policy, and any past or present director, officer, partner, employee, temporary or leased worker of the **named insured** while acting within the scope of his or her duties as such. With respect to a limited liability company or a trust, **insured** also means any member or trustee while acting within the scope of his or her duties as such.
- 14) **Insured contract** means:
  - a. A sidetrack agreement; or
  - b. Any easement or license agreement; or
  - c. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
  - d. An elevator maintenance agreement; or
  - e. That part of any other contract or agreement pertaining to the **insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **insured** assumes the tort liability of another party to pay for **bodily injury, property damage or cleanup costs** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Subparagraph e. does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer, or surveyor for **bodily injury, property damage or cleanup costs** arising out of:
  - a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys field orders, change orders or drawings and specifications; or

- b) Giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury, property damage or cleanup costs**; or
  - 2. Under which the **insured**, if an architect, engineer, or surveyor, assumes liability for **bodily injury, property damage, or cleanup costs** arising out of the **insured's** rendering or failure to render professional services, including those listed in Subparagraph. e.1. above and supervisory, inspection, architectural or engineering activities.
- 15) Insured's product** means:
- a. Any goods or products, other than real property, that are manufactured, sold, handled, distributed, altered or repaired by the **insured** or by others trading under the name of the **insured**.
  - b. Containers (other than a **conveyance**), materials, parts or equipment furnished in connection with such goods or products in 15a. above.
- The **insured's product** includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's product**; and
  - b. The providing or failure to provide warnings or instructions.
- 16) Insured's work** means:
- a. work or operations performed for a third party by the **insured** or on the **insured's** behalf at a **job location**; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- The **insured's work** includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's work**; and
  - b. The providing or failure to provide warnings or instructions.
- 17) Job location** means a location in the **coverage territory** where the **insured's work** is performed; however, **job location** does not include:
- a. A **covered location**; or
  - b. A **non-owned location**; or
  - c. Any location owned or leased by an **insured**, except those locations that the **insured** temporarily rents, leases, or uses solely to house materials, parts or equipment furnished in connection with the **insured's work** during the duration of the **insured's work** performed for a specific job or project.
- 18) Loss** means:
- a. Monetary awards or settlements of compensatory damages arising out of **bodily injury or property damage**;
  - b. **Cleanup costs**;
- 19) Mediation** means the non-binding intervention of a neutral third-party to effect resolution of a **claim**.
- 20) Mold** means mildew, fungus or **mold**; including mycotoxins, spores or byproducts produced or released by fungi.
- 21) Named insured** means the person or entity shown on the Declarations or by endorsement.
- 22) Natural resource damages** means damages for, injury to, or destruction of, including the resulting loss of value of, fish, wildlife, biota, land, air, water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state or local government, any foreign government, or any Native American Indian Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Native American Tribe.

**23) Non-owned location** means:

- a. A location in the **coverage territory** that is neither owned nor operated by the **insured**, or any related entity, and that is listed on a Schedule of Non-Owned Locations attached to this Policy; or
- b. A location in the **coverage territory** where waste generated from a **covered location** or a **job location** is sent for treatment, storage, processing, recycling or disposal provided that:
  1. The location was not at any time owned, operated, leased or maintained by the **insured** or any related entity; and
  2. The location was not owned or operated by a bankrupt or financially insolvent entity at the time the material or waste was transferred to the location; and
  3. The location was permitted and/or licensed by the applicable federal, state, provincial or municipal authorities at the time the material or waste was transferred to the location; and
  4. The location was not listed on the proposed or final Federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the location.

**24) Policy period** means the period shown on the Declarations, or any shorter period resulting from the cancellation or termination of this Policy, or any other period as amended by endorsement.

**25) Pollution condition** means the discharge, dispersal, release, escape, migration, seepage or **illicit abandonment** of any solid, liquid, gaseous or thermal irritant including smoke, soot, vapors, fumes, acids, alkalis, toxic chemicals, hazardous substances, hazardous materials, low level radiological waste, mixed waste or waste materials, including medical, infectious or pathological wastes, on, in, into or upon land and structures thereupon, the atmosphere, surface water or groundwater, provided such conditions are not naturally present in the environment in the concentrations or amounts discovered. **Pollution condition** also includes:

- a. Electromagnetic fields, **mold** and bacteria, including *legionella pneumophila*; and
- b. The discharge, dispersal, release or escape of silt or sedimentation that originated at and migrated from a **job location** or a **covered location**.

**26) Products-completed operations pollution hazard** includes **bodily injury**, **property damage** and **clean-up costs** occurring at or from any premises, site or location that at no time was ever owned or occupied by, rented or loaned to any **insured** and caused by a **pollution condition** arising out of the **insured's work** or the **insured's product** except:

- a. Products that are still in the physical possession of the **insured**; or
- b. Work that has not yet been completed or abandoned. However, the **insured's work** will be deemed to be completed at the earliest of the following times:
  1. When all of the work called for in the **insured's** contract has been completed; or
  2. When all of the work to be done at the **job location** has been completed if the **insured's** contract calls for work at more than one **job location**; or
  3. When that part of the work done at a **job location** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**Products-completed operations pollution hazard** does not include **bodily injury**, **property damage** and **clean-up costs** arising out of **transportation**.

**27) Property damage** means:

- a. Physical injury to tangible property of parties other than the **insured**, including resulting loss of use of that property; or
- b. Loss of use of tangible property of parties other than the **insured** that is not physically injured; or
- c. Diminished value of tangible property of parties other than the **insured**; or

**d. Natural resource damages.**

**Property damage** does not include **cleanup costs**.

- 28) Replacement costs** mean those reasonable expenses necessarily incurred by the **insured** to repair or replace real property or physical improvements to such real property that were made prior to the **pollution condition** and damaged during the course of responding to the **pollution condition**. **Replacement costs** do not include costs associated with improvements or betterments, except to the extent that such betterments or improvements are exclusively associated with the use of building materials which are environmentally superior to those materials which comprised the original damaged property. Any such environmentally superior material must be: **a)** certified as such by an applicable independent certifying institution, where such certification is available; or **b)** in the absence of any such certification, based solely on the judgment of the Insurer and at its sole discretion.
- 29) Responsible insured** means any employee of an **insured** responsible for environmental affairs, control or compliance, or any officer, director, partner, branch manager, operations manager or project manager of an **insured**.
- 30) Retroactive date** means the retroactive date applicable to each specific Coverage Part as set forth on the Declarations, or any applicable endorsements.
- 31) Third party carrier** means any person or entity other than the **insured** that is in the business of **transportation** for hire and is engaged by or on behalf of the **insured**.
- 32) Transportation** means the movement of goods, products, merchandise, supplies or waste in a **conveyance** beyond the boundaries of a **covered location**, **job location**, or a **non-owned location** by the **insured** or a **third party carrier** until such time as the goods, products, merchandise, supplies or waste arrives at the boundaries of its final destination, provided that the **insured** or **third party carrier** is properly licensed to conduct transportation activities.
- 33) Underground storage tank** means any tank which has more than 10% of its volume below ground, and associated piping and appurtenances connected thereto. **Underground storage tank** does not include a flow-through process tank including but not limited to; septic tank, sump pump or oil/water separator, stormwater or wastewater collection/treatment vessel or system, or any tank that is located on or above the floor of a basement of a building or on or above the floor of any shaft or tunnel.

**V. EXCLUSIONS**

**A. EXCLUSIONS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE NOTED**

This insurance does not apply to any **claim, loss, emergency response expense or defense and claims expense**, arising out of or related to:

**1) Asbestos**

- a. Bodily injury, property damage or cleanup costs** at any time arising out of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust, or to any obligation of the **insured** to indemnify any party because of damages arising out of such **bodily injury, property damage or cleanup costs** at any time as a result of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

Furthermore, the Insurer shall not be obligated to defend any claim or suit against any **insured** alleging **bodily injury, property damage or cleanup costs** resulting from or contributed to, by any and all manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

For purposes of this exclusion, **bodily injury** shall also include disability, disease, occupational disease and sickness.

- b. Asbestos and asbestos-containing materials** in, on, migrating from or applied to any **covered location** or **non-owned location**; however, this exclusion does not apply to **cleanup costs** arising out of or related to asbestos or asbestos-containing materials in soil or groundwater.

**2) Contractual Liability**

Liability of others assumed by the **insured** through contract or agreement. This exclusion shall not apply to liability for damages:

- a. That would have otherwise attached to the **insured** in the absence of such contract or agreement; or
- b. Assumed in a contract specifically listed in any Schedule of Insured Contracts attached to this Policy, provided that the **bodily injury, property damage or cleanup costs** occurs subsequent to the execution of the contract.

This exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage F. Transportation Pollution Liability, Coverage G. Contractors Pollution Liability, and Coverage H. Product Pollution Liability.

### 3) **Divested Property – New Pollution Conditions**

A **pollution condition** on, at, under or migrating from or onto a **covered location** where the actual discharge, dispersal, release, escape, migration or seepage began subsequent to the time that such **covered location** is sold, given away, abandoned or condemned.

### 4) **Employers Liability**

**Bodily injury** to:

- a. An **insured** or its parent, subsidiary or affiliate:
  - 1. Arising out of and in the course of employment by the **insured** or its parent, subsidiary or affiliate; or
  - 2. Performing duties related to the conduct of the **named insured's** business.
- b. The spouse, child, parent, brother or sister of such **insured** or its parent, subsidiary or affiliate as a consequence of Subparagraph a. above.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of such **bodily injury**.

However, for the purposes of Section I. Insuring Agreements, Coverage G – Contractors Pollution Liability, this exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

### 5) **Expected or Intended Loss**

**Bodily injury, property damage or cleanup costs** expected or intended from the standpoint of a **responsible insured**.

### 6) **Fines, Penalties, and Injunctive Relief**

- a. Criminal fines, criminal penalties or criminal assessments; or
- b. Any **claim** seeking injunctive relief; or
- c. Punitive, exemplary or multiple damages, unless insurable by law; or
- d. Civil fines, penalties and assessments, unless insurable by law.

### 7) **Insured's Internal Expenses**

Expenses incurred by the **insured** for services performed by the salaried staff and employees of the **insured**. However, this exclusion shall not apply to **emergency response expense**.

### 8) **Intentional Non-Compliance**

The intentional disregard of or knowing, willful or deliberate non-compliance with any law, statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body or executive, judicial or administrative order by any **responsible insured**.

## 9) Known Conditions

A **pollution condition** in existence prior to the **policy period** and known to a **responsible insured** and not specifically listed on any Schedule of Known Conditions attached to this Policy.

## 10) Lead-based Paint

Lead-based paint in, on, migrating from, or applied to any **covered location** or **non-owned location**; however, this exclusion does not apply to **cleanup costs** arising out of or related to lead-based paint in soil or groundwater.

## 11) Nuclear Hazard

The radioactive, toxic, hazardous or explosive properties of source material, special nuclear material and by-product nuclear material, as those terms are defined in the Atomic Energy Act of 1954 and any amendments thereof, and for which the United States Department of Energy or any other government authority has indemnified the **insured**; or for which the Price Anderson Act provides protection for the **insured**.

## 12) Other Named Insureds

Any **named insured** against any other **named insured**.

## 13) Product Liability and Completed Operations

- a. A **pollution condition** arising out of the **insured's product** or any part of it and included in the **products-completed operations pollution hazard**. However, this exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage H. Product Pollution Liability.
- b. A **pollution condition** arising out of the **insured's work** or any part of it and included in the **products-completed operations pollution hazard**. However, this exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage G. Contractors Pollution Liability.

## 14) Underground Storage Tanks

A **pollution condition** emanating from an **underground storage tank** at a **covered location** or a **non-owned location**:

- a. The presence of which was known to a **responsible insured** prior to the **policy period**; and
- b. Which is not listed in any Schedule of Covered Underground Storage Tanks attached to this Policy.

However, this exclusion does not apply to an **underground storage tank** at a **covered location** or a **non-owned location** that has been abandoned in place in accordance with **environmental laws** or removed in accordance with **environmental laws** prior to the **policy period**.

## 15) Vehicles

- a. A **pollution condition** resulting from the use, maintenance or operation, including loading or unloading, of a **conveyance** beyond the boundaries of a **covered location** or a **job location** where the **insured's work** is being performed. However, this exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage F. Transportation Pollution Liability; or
- b. A **claim** made by, on behalf of or pursuant to any subrogated interest of a **third party carrier** for **bodily injury, property damage** or **cleanup costs**. However, this exclusion shall not apply to a **claim** for **property damage** arising from the **insured's** negligence.

## 16) War

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

## 17) Workers' Compensation

Any obligation of any **insured** under any workers compensation, disability benefits or unemployment compensation law or any similar law.

## B. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE E – NON-OWNED LOCATION POLLUTION LIABILITY



Solely with respect to Section I. Insuring Agreements, Coverage E, Paragraph 2), this insurance does not apply to any **claim, loss, emergency response expense or defense and claims expense**, arising out of or related to:

**1) Owners, Operators and Contractors**

**Bodily injury or property damage** as a result of a **claim** against an **insured** by an owner, operator or contractor, or their employees at a **non-owned location**. However, this exclusion shall not apply to a **claim** arising from the **insured's** negligence.

**C. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE G – CONTRACTORS POLLUTION LIABILITY**

This insurance does not apply to any **claim, loss, emergency response expense or defense and claims expense**, arising out of or related to:

**1) Damage to Insured's Work**

**Property damage** to the **insured's work** arising out of it or any part of it and included in the **products-completed operations pollution hazard**.

This exclusion does not apply:

- a. To **replacement costs**; or
- b. If the damaged work or work out of which the damage arises was performed on behalf of the **insured** by a subcontractor.

**2) Intentional Acts**

Any acts which are based upon or otherwise attributed to a **responsible insured's**:

- a. Dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act; or
- b. Dishonest, intentional, fraudulent, malicious, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body prior to or after inception of the Policy.

**3) Professional Liability**

- a. Arising from or in any way related to the rendering of or failure to render professional services including but not limited to: Those architectural, engineering, consulting, project management or construction management services that are performed by the **insured** or any contractor or subcontractor working on the **insured's** behalf; and
- b. The making of recommendations for the site selection, **transportation**, disposal or treatment of a **pollution condition** by the **insured** or any subcontractor or subcontractor working on the **insured's** behalf.

This exclusion does not apply to damaged work or the work out of which the damage arises due to improper supervision or lack of supervision of a subcontractor by the **insured**.

**D. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE H – PRODUCT POLLUTION LIABILITY**

This insurance does not apply to any **claim, loss, emergency response expense or defense and claims expense**, arising out of or related to:

**1) Damage to Insured's Product**

**Property damage** to the **insured's product** arising out of it or any part of it and included in the **products-completed operations pollution hazard**.

**2) Lead**

- a. **Bodily injury, property damage or cleanup costs** arising out of or involving lead, paint containing lead or any other product containing lead; or
- b. Any fees, costs or expenses of any nature whatsoever in the investigation or defense of any **claim** arising out of or involving lead, paint containing lead or any other product containing lead.

### 3) Recalled Products

The loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the **insured's product** if such product is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition.

## E. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE F – TRANSPORTATION POLLUTION LIABILITY, COVERAGE G – CONTRACTORS POLLUTION LIABILITY, AND COVERAGE H – PRODUCT POLLUTION LIABILITY

This insurance does not apply to any **claim, loss, emergency response expense or defense and claims expense**, arising out of or related to:

### 1) Contractual Liability

Liability of others assumed by the **insured** through contract or agreement. This exclusion shall not apply to liability for damages:

- a. That would have otherwise attached to the **insured** in the absence of such contract or agreement; or
- b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury, property damage or cleanup costs** occur subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the **insured** are deemed to be damages because of **bodily injury, property damage or cleanup costs** provided:
  1. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
  2. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

## VI. GENERAL CONDITIONS

### A. CONDITIONS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE NOTED

#### 1) Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve the Insurer of its obligations under this Policy.

#### 2) Cancellation

- a. This Policy may be cancelled by the **named insured** by mailing to the Insurer, or through the **insured's** agent, written notice stating when such cancellation shall be effective.
- b. This Policy may be cancelled by the Insurer by mailing to the **named insured** at the **named insured's** last known address, written notice stating such cancellation shall be effective ten (10) days thereafter for the following reasons:
  1. Non-payment of premium; or
  2. Fraud or material misrepresentation on the part of a **responsible insured**.

The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

- c. This Policy may be cancelled by the Insurer by mailing to the **named insured** at the **named insured's** last known address, written notice stating such cancellation shall be effective not less than ninety (90) days thereafter. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

#### 3) Changes and Assignment

The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy, signed by the Insurer or its authorized representative.

#### 4) Inspection and Audit

With reasonable notice to the **insured**, the Insurer shall be permitted, but not obligated, to inspect the **insured's** premises, equipment and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe or in compliance with **environmental laws**, or any other law. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel the **insured** may retain for the **insured's** own purposes. It is not intended to supplant any legal duty the **insured** may have to provide a safe premises, workplace, product or operation.

#### 5) Legal Action against the Insurer

No person or organization has a right under this Policy:

- a. To join the Insurer as a party or otherwise bring the Insurer into a suit asking for damages from an **insured**; or
- b. To sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **insured**; but the Insurer will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the **insured** and the claimant or the claimant's legal representative.

#### 6) Other Insurance

If other valid and collectible insurance is available to the **insured** for a **loss** covered under this Policy, the obligations of the Insurer are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Subparagraph b. below applies. If this insurance is primary, the obligations of the Insurer are not affected unless any other insurance is also primary. In the event that other insurance is also primary, then the Insurer will share with the other insurance by the method described in Subparagraph c. below.

##### b. Excess Insurance

If other insurance, whether collectible or not, is available to the **insured** covering a **loss** also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with other such insurance. This Policy shall in no way be increased or expanded as a result of receivership, insolvency or inability to pay by any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the **insured** while acting as a self-insured for any coverage.

When this insurance is excess, the Insurer will have no duty under the Policy to defend a **claim** if any other insurer has a duty to defend the **insured** against a **claim**. If no other insurer defends a **loss** covered under this Policy, the Insurer may undertake to do so, but the Insurer will be entitled to the **insured's** rights against all those other insurers. When this insurance is excess over other insurance, the Insurer will pay only its share of the amount of the **loss**, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all other insurance or under this Policy.

The Insurer will share the remaining **loss**, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Policy.

##### c. Method of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each Insurer contributes equal amounts until the Insurer has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 7) Representations

By accepting this Policy, the **insured** agrees:

- a. The statements on the Declarations, the Application for insurance, any other underwriting, loss control or claims related information and any other information submitted to the Insurer are accurate and complete at the time the **insured** reported that information; and
- b. Those statements are based upon representations the **insured** made to the Insurer; and
- c. The Insurer has issued this Policy in reliance upon the **insured's** representations.

## 8) Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first **named insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom a **claim** is made.

## 9) Sole Agent

The first **named insured** shown on the Declarations shall act on behalf of all **insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section VIII. Extended Reporting Period, Paragraph 2) Optional Extended Reporting Period.

## 10) Transfer of Rights of Recovery Against Others

If the **insured** has rights to recover all or part of any payment made by the Insurer under this Policy, those rights are transferred to the Insurer. The **insured** must do nothing to impair these rights once a **loss** is known by a **responsible insured**.

## 11) Consent or Approval

Where the consent or approval of the Insurer, or an **insured**, is required pursuant to this Policy, such consent or approval shall not be unreasonably withheld, delayed, conditioned, or denied.

## B. ADDITIONAL CONDITIONS APPLICABLE TO COVERAGE G. CONTRACTORS POLLUTION LIABILITY AND COVERAGE H. PRODUCT POLLUTION LIABILITY

### 1) Premium Audit

- a. The Insurer will compute all premiums for this Policy in accordance with the rules, rates and minimum premium requirements of the Insurer.
- b. Premium shown on the Declarations page of this Policy as Premium is a deposit premium only. At the close of each audit period, the insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the **named insured**.
- c. The **insured** must keep records of the information needed by the Insurer for premium computation, and send copies at such times as requested by the Insurer.
- d. The Insurer may examine and audit books and records of the **insured** as they relate to this Policy at any time during the **policy period** and up to three years afterward.
- e. Premium adjustments as a result of premium audits will be done after the Policy expires or is terminated, but may be done by the Insurer while the Policy is in effect.
- f. Premium audit adjustment calculations will be made to determine additional premium only. The **insured** has agreed with the Insurer that there will be no downward adjustments of the Premium.

## VII. DUTIES IN THE EVENT OF A POLLUTION CONDITION, LOSS OR CLAIM

- 1) Without limiting the specific requirements contained in any Coverage Part or any other exposure-specific reporting requirements contained within this Policy, if any, the **insured** shall also see to it that the Insurer receives notice of any **claim** or the discovery of any **pollution condition**, as soon as practicable, by one or more of the following:
  - a. Provide written notice to the address, fax number, or email address identified in Item **10.** of the Declarations to this Policy; or
  - b. Provide verbal notice utilizing the **Environmental Incident Alert<sup>sm</sup> 24-hour Emergency Response and Incident Reporting System** by calling the telephone number identified in Item **10.** of the Declarations to this Policy.

Such notice should include reasonably detailed information as to:

- a. The identity of the **insured**, as well as contact information for the **responsible insured** handling the **claim** or **pollution condition**;
  - b. The location of the **pollution condition**;
  - c. The nature of the **claim** or **pollution condition** including details regarding any injury or damage; and
  - d. The steps undertaken by the **insured** to respond to the **claim** or mitigate the **pollution condition**.
- 2) The **insured** must:
    - a. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any **claim**;
    - b. Authorize the Insurer to obtain records and other information;
    - c. Cooperate with the Insurer in the investigation, settlement or defense of the **claim**;
    - d. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a **claim**, **loss**, **cleanup costs**, **emergency response expense** or **defense and claims expense** to which this Policy may also apply;
    - e. Provide the Insurer with such information and cooperation as the Insurer may reasonably require.
  - 3) The **insured** shall not make or authorize an admission of liability or attempt to settle or otherwise dispose of any **claim** without the prior written consent of the Insurer.
  - 4) The **insured** shall not incur any **cleanup costs** without the prior written consent of the Insurer, except in the event of an **emergency response expense** or first aid.
  - 5) If in the sole judgment of the Insurer, the **insured** fails to take reasonable steps to mitigate a **pollution condition** to the extent required by **environmental laws**, the Insurer shall have the right, but not the duty, to mitigate the **pollution condition**.

For the purposes of fulfilling the notice requirements contained in the Coverage Parts to this Policy, notice supplied pursuant to one or more of the verbal or electronic notice mechanisms specifically contemplated on the Declarations shall constitute written notice to the Insurer.

## VIII. EXTENDED REPORTING PERIOD

In the event that this Policy is cancelled or non-renewed by the **insured** or the Insurer, for any reason, except for non-payment of premium or deductible amounts, or as a result of fraud or material misrepresentation, the following shall apply:

- 1) **Automatic Extended Reporting Period**
  - a. The Insurer shall provide the **insured** at no additional premium an Automatic Extended Reporting Period of ninety (90) days for any **claim** first made against the **insured** during this Automatic Extended Reporting Period, provided that:
    1. The **claim** arises out of a **pollution condition** to which this insurance applies; and
    2. The **pollution condition** commences before the expiration or cancellation date of the Policy; and

3. The **claim** is reported in writing to the Insurer within ninety (90) days immediately following the expiration or cancellation date of the Policy.
- b. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
- c. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
- d. The Automatic Extended Reporting Period shall not be provided if the **insured** has purchased other insurance to replace the coverage provided under this Policy.

## 2) Optional Extended Reporting Period

- a. The **named insured**, upon payment of an additional premium of up to 200% of the Policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-three (33) months for any **claim** first made against the **insured** during this Optional Extended Reporting Period, provided that:
  1. The **claim** arises out of a **pollution condition** to which this insurance applies; and
  2. The **pollution condition** commences before the expiration or cancellation date of the Policy; and
  3. The **claim** is reported in writing to the Insurer during the Optional Extended Reporting Period purchased by the **insured**.
- b. A written request to purchase the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.
- c. It is a condition precedent to the purchase of the Optional Extended Reporting Period that the **named insured** shall pay the additional premium when due.
- d. Upon payment of the additional premium when due, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
- e. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
- f. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
- g. The Optional Extended Reporting Period shall not be provided if the **insured** has purchased other insurance to replace the coverage provided under this Policy.

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

## GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**PREMISES POLLUTION LIABILITY INSURANCE POLICY**

**PUBLIC ENTITIES PREMISES POLLUTION LIABILITY INSURANCE POLICY**

**EDUCATIONAL FACILITIES PREMISES POLLUTION LIABILITY INSURANCE POLICY**

**AGRICULTURAL PREMISES POLLUTION LIABILITY INSURANCE POLICY**

**STORAGE TANK POLLUTION LIABILITY INSURANCE POLICY**

Notwithstanding anything in this Policy that might be construed otherwise, including any definitions or provisions governing Defense and Claims Expense that discuss the geographic scope of coverage to be provided herein, the Coverage Territory of this Policy shall include the following:

1. The United States of America, including its territories and possessions, and Puerto Rico;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any of the places included in Item 1., above; and
3. All other parts of the world, except:
  - a. The People's Republic of China; and
  - b. Any of the former member states of the Union of Soviet Socialist Republics, including Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

This Policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the government of the United States of America.

The foregoing shall not apply to coverage afforded pursuant to this Policy for **non-owned locations**, if any, which shall remain specifically limited to locations situated in the United States of America, its territories and possessions, Puerto Rico and Canada.

### **I. FOREIGN COVERAGE**

When a **foreign occurrence** arising out of one or more otherwise covered exposures of the insured or **foreign entity** causes injury or damage to which this insurance applies, rather than directly pay on behalf of the insured or **foreign entity**, the Insurer shall indemnify the insured for the **foreign loss** or **foreign entity loss** caused by a **foreign occurrence** subject to the following provisions.

### **II. WHO IS AN INSURED**

The **WHO IS AN INSURED** provisions of this Policy and any other associated definitions or schedules are hereby amended to confirm that **foreign entities** are not insureds on whose behalf the Insurer has a direct duty to pay settlements or judgments or to whom the Insurer owes any duty to defend.



### III. DEFENSE AND SUPPLEMENTARY PAYMENTS

Rather than directly defend an insured or **foreign entity**, the Insurer shall indemnify the insured for defense costs incurred in defending a suit brought against it or its **foreign entity**, provided that the insured complies with Section V., **ADDITIONAL CONDITIONS**, of this Endorsement, below, and all other policy terms, conditions and limitations.

### IV. LIMITS OF INSURANCE

The insurance provided by this Endorsement is subject to all applicable limits of insurance, limits of liability, deductibles and self-insured retentions (if any) identified in the Declarations of, or elsewhere in, this Policy, including any aggregate limits and sublimits (collectively "limits"). Any **foreign loss** or **foreign entity loss** for which the Insurer pays indemnity shall erode and be counted against such limits. Such limits apply on the same basis (e.g., per **occurrence**, per **claim**, in the aggregate etc.) with respect to the insureds as would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico.

The applicability of limits to Supplementary Payments or **allocated loss adjustment expense** applies on the same basis (pursuant to the applicable coverage part) as would apply if the **foreign occurrence** has taken place directly with respect to an insured within the United States of America, including its territories and possessions, or Puerto Rico.

### V. ADDITIONAL CONDITIONS

The following conditions apply in addition to the conditions and limitations provided elsewhere in this Policy.

#### A. Claims Made and/or Reported Coverage (to the extent applicable)

Any requirements in this Policy that a **claim** be first made and/or reported, or deemed made and/or reported, during the **policy period**, or any discovery or extended reporting period, shall also apply to all **claims** made against a **foreign entity** for which an insured seeks indemnification. Any provisions regarding notice of circumstances which may become a **claim** pursuant to this Policy shall apply to circumstances known or which reasonably should have been known by the insured.

#### B. Additional Duties of the Insured

1. With respect to a **foreign occurrence** which may result in a **claim** to which this insurance applies, the insured assumes the duty to notify the Insurer, and must notify the Insurer in accordance with the conditions in the applicable coverage part or endorsement of this Policy.
2. The insured shall, when directed by the Insurer:
  - a. Retain in its own name, but, subject to any relevant retention or deductible obligations herein, a loss adjusting expert approved by the Insurer that is authorized in the jurisdiction in which the **foreign loss** or **foreign entity loss** occurred;
  - b. Where permitted by applicable law, grant the Insurer the full right to collaborate with such loss adjusting expert;
  - c. Grant the Insurer full access to any records produced by such loss adjusting expert; and
  - d. Obtain the right to control the investigation, adjustment, defense and settlement of the **foreign loss** or **foreign entity loss** using experts approved by the Insurer, including access to books, records, bills, invoices, vouchers and other information.

#### C. Payment as Discharge of Liability

With respect to any **foreign loss** or **foreign entity loss**, payment to the insured shall, in all circumstances, to the extent of such payment, discharge the Insurer from any liability or alleged liability to any other person or entity, whether or not such person or entity is named as an insured pursuant to this Policy.

#### D. Truthfulness and Accuracy of Information

1. The insured shall make a good faith effort to provide truthful and accurate information to the Insurer with respect to the applicable **foreign entity**, **foreign occurrence**, **claim**, **suit**, **foreign loss** or **foreign entity loss**; and
2. The insured shall not, at any time, intentionally conceal or misrepresent facts concerning any **foreign entity**; any **foreign loss**; any **foreign entity loss**; any **claim** or **suit**; or any **foreign occurrence**.

## VI. Additional Definitions

The following definitions apply to this Endorsement in addition to definitions set forth elsewhere in this Policy:

**A. Allocated loss adjustment expense** means any:

1. Expenses, costs and interest provided for pursuant to this Policy that responds to a **loss, claim**, suit or demand; and
2. Other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any **loss, claim, suit** or demand arising pursuant to this Policy that the Insurer directly allocates to a particular **claim**, whether or not a payment indemnifying the claimant(s) is made by any person or entity. Such expenses shall include: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, or chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements.

However, **allocated loss adjustment expense** does not include:

1. The salaries of the employees of any **foreign entity** or of the insured;
2. Fees, expenses and interest for legal services not provided to or for the benefit of the insured; and
3. Amounts otherwise reimbursed to the insured or **foreign entity**.

**B. Foreign entity** means any person or entity which would otherwise qualify as an insured or additional insured as defined in or identified in any coverage part, endorsement or schedule attached to this Policy, but for the fact that such person or entity is domiciled or its principal place of business is located within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico.

**C. Foreign loss** means:

1. Damages or other amounts to which this insurance applies, that an insured has incurred or becomes legally obligated to pay within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico, as the result of injury, damage, **loss**, or liability to which this insurance would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by the insured to which this insurance would apply if the Insurer defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

**D. Foreign entity loss** means:

1. Damages, or other amounts to which this insurance applies, that a **foreign entity** has incurred or becomes legally obligated to pay because of injury, damage, **loss**, or liability to which this insurance would apply if the insured were directly liable for such amounts with respect to covered exposures located within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by a **foreign entity** to which this insurance would apply if the Insurer defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

**E. Foreign occurrence** means an accident, **occurrence**, **pollution condition**, **loss**, act, error or omission (as any of these terms may be defined in the applicable coverage parts), which may result in a **foreign loss** or **foreign entity loss**.

All other terms and conditions of this Policy remain unchanged.

## INTENDED USE ENDORSEMENT

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**PREMISES POLLUTION LIABILITY COVERAGE PART**

**COVERAGE A – Cleanup Costs for New Pollution Conditions**

**COVERAGE B – Bodily Injury and Property Damage for New Pollution Conditions**

- I. The use of the **covered location(s)** identified in the Schedule below during the **policy period** is warranted to be as follows:

COVERED LOCATION (ADDRESS)	INTENDED USE
3700 Woodgate Boulevard, Orlando, FL 32822	Residential Condominium Association

- II. If at any time after signing the application, the **named insured** shall become aware of any change in any of the facts declared to Insurer, including the intended, planned or actual use of a **covered location** identified in the Schedule above, the **named insured** must advise the Insurer in writing of such change as soon as practicable, but in no event more than forty-five (45) days after becoming aware of such change.
- III. If notice of a change in the intended, planned or actual use of a **covered location** is not provided to us in the time allotted, coverage at the **covered location** shall be void as of the first day of such change in use.
- IV. Upon receipt of notice of a change in the intended, planned or actual use of a **covered location**, the Insurer has the right to amend this Policy's terms and conditions, included to but not limited to, charging additional premium or cancelling the Policy.

All other terms and conditions remain the same.

## MINIMUM EARNED PREMIUM ENDORSEMENT

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **PREMISES POLLUTION LIABILITY COVERAGE PART**

Section **VI. GENERAL CONDITIONS**, Subsection **A.2. Cancellation**, of the Policy is amended to provide as follows:

If the Policy is cancelled:

1. by the **Named Insured** within the first 90 days of the Policy, the minimum earned premium for this Policy is the greater of \$238 or 25% of the Total Premium identified in **Item 6.** of the Policy Declarations (or as such is modified by endorsement); or
2. for non-payment of premium, within the first 90 days of the Policy, such cancellation shall be deemed a request by the **Named Insured** for cancellation of this Policy and will activate the minimum earned provision indicated immediately above; or
3. by the **Named Insured** after this Policy has been in effect for more than 90 days, but less than 365 days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro rata unearned Total Premium identified in **Item 6** of the Policy Declarations (or as such is modified by endorsement), subject, however, to final premium adjustment in accordance with our rules and rates.
4. after this policy has been in effect for 365 days, the minimum earned premium is 100% of the Total Premium identified in **Item 6.** of the Policy Declarations (or as such is modified by endorsement).

All other terms and conditions remain the same.

## MOLD COVERAGE AMENDATORY ENDORSEMENT – SPECIFIED COVERAGE(S)

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### PREMISES POLLUTION LIABILITY COVERAGE PART

- ☒ **COVERAGE A – Cleanup Costs for New Pollution Conditions**
- ☒ **COVERAGE B – Bodily Injury and Property for New Pollution Conditions**
- ☐ **COVERAGE C – Cleanup Costs for Pre-Existing Pollution Conditions**
- ☐ **COVERAGE D – Bodily Injury and Property Damage for Pre-Existing Pollution Conditions**
- ☐ **COVERAGE E – Non-Owned Location Pollution Liability**
- ☐ **COVERAGE F – Transportation Pollution Liability**
- ☐ **COVERAGE G – Contractors Pollution Liability**
- ☐ **COVERAGE H – Products Pollution Liability**

### SCHEDULE

Sublimit of Insurance:	\$ 250,000	Each <b>Mold Condition</b> Sublimit of Insurance
	\$ 250,000	Aggregate <b>Mold Condition(s)</b> Sublimit of Insurance (serves to reduce the Policy Aggregate Limit shown on the Declarations page)
Deductible:	\$ 25,000	Each <b>Mold Condition</b>
Retroactive Date:	11/15/2019	

- I. Notwithstanding anything identified in Item 4. **Limits of Insurance**, Item 5., **Deductible**, and Item 6., **Retroactive Date**, of the Declarations (ENV-1512 (10-11)), the terms identified in the SCHEDULE, above, shall apply specifically to **mold condition(s)** covered pursuant to the Coverage Parts selected above.
- II. For purposes of this Endorsement, Section II. **LIMITS OF INSURANCE AND DEDUCTIBLE**, Paragraph A. **Limits of Insurance** is amended to include the following:

The amount that the Insurer shall pay pursuant to the Coverage Parts specifically selected on the Mold Coverage Amendatory Endorsement is subject to the Each **Mold Condition** Sublimit of Insurance and Aggregate **Mold Condition(s)** Sublimit of Insurance identified in the SCHEDULE thereon. The Each **Mold Condition** Sublimit of Insurance, above, shall be the maximum amount the Insurer shall pay for all **loss and defense and claims expense** afforded pursuant to those identified Coverage Parts arising out of the same, related, or continuous **mold condition**. This Sublimit of Insurance shall be subject to, and payments made pursuant to this Sublimit of Insurance shall erode, the Each Pollution Condition Limit applicable to all of the Coverage Parts covering the same **mold condition**.

The Aggregate **Mold Condition(s)** Sublimit of Insurance, above, shall be the maximum amount the Insurer shall pay for all **loss** and **defense and claims expense** afforded pursuant to those identified Coverage Parts arising out of all **mold condition(s)**. This Aggregate Sublimit of Insurance shall be subject to, and payments made pursuant to this Aggregate Sublimit of Insurance shall erode, the Policy Aggregate Limit shown on the Declarations Page.

III. For purposes of this Endorsement, Section II. **LIMITS OF INSURANCE AND DEDUCTIBLE**, Paragraph B. **Deductible** is amended to include the following:

The Each **Mold Condition** deductible amount shown in the SCHEDULE set forth on the Mold Coverage Amendatory Endorsement is the obligation of the **named insured** and applies once to **claims, losses, emergency response expense** and **defense and claims expense** arising from the same, related or continuous **mold condition(s)**. If a **claim** from the same, related or continuous **pollution condition** or **mold condition** results in coverage being triggered under more than one purchased Coverage Part identified in the Declarations, including those Coverage Parts specifically selected on the Mold Coverage Amendatory Endorsement, then the highest of the Each **Pollution Condition** deductible amounts stated on the Declarations for purchased Coverage Parts applicable to the **loss** or the Each **Mold Condition** deductible will apply.

IV. For purposes of this endorsement, Section IV. **DEFINITIONS**, of the Policy is amended to include the following:

**Mold condition** means a **pollution condition** arising out of **mold**.

All other terms and conditions remain the same.

## CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### PREMISES POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Sublimit of Insurance:	\$ 250,000	Aggregate <b>Catastrophe Management Costs(s)</b> Sublimit of Insurance (serves to reduce the Limits of Insurance shown on the Declarations page)
Deductible:	\$25,000	<b>Catastrophe Management Costs</b>

**I. Section I., INSURING AGREEMENTS**, of this Policy is hereby amended by addition of the following:

#### **Supplemental Coverage – Catastrophe Management Costs**

**Catastrophe management costs** incurred by an **insured** during the **policy period**, provided that such **catastrophe management costs**:

- Are directly attributable to a **pollution condition** to which this Policy more generally applies, that, in the good faith opinion of a **responsible insured**, has or will result in:
  - Loss and defense and claims expense** (exclusive of the **catastrophe management costs**) that will exceed the Deductible; and
  - A need for **catastrophe management services** as a result of adverse media coverage; and
- Are approved by the Insurer, in writing, except for those **catastrophe management costs** incurred during the same seven (7) day period associated with “emergency response costs”.

**II. For the purposes of this Endorsement, Section II. LIMITS OF INSURANCE AND DEDUCTIBLE, Subsection A., Limits of Insurance**, of this Policy is hereby amended by addition of the following:

The amount the Insurer shall pay for **catastrophe management costs** pursuant to this Supplemental Coverage is limited by the Aggregate Sublimit of Insurance and Deductible set forth on the Catastrophe Management Coverage Endorsement.

The Aggregate Sublimit of Insurance identified in the SCHEDULE set forth on the Catastrophe Management Coverage Endorsement shall be the maximum amount the Insurer shall pay for all **catastrophe management costs** arising out of all **pollution conditions**. This Aggregate Sublimit of Insurance shall be subject to and payments made pursuant to this Aggregate Sublimit of Insurance shall erode, the Limits of Insurance identified on the Declarations to this Policy.

III. For purposes of this Endorsement, Section II. **LIMITS OF INSURANCE AND DEDUCTIBLE**, Subsection B., **Deductible, Paragraph 2)**, of this Policy is hereby amended by addition of the following:

Notwithstanding the foregoing, the Catastrophe Management Costs-Specific deductible amount identified in the Catastrophe Management Coverage Endorsement is the obligation of the **named insured** and applies once to **catastrophe management costs** arising from the same, related or continuous **pollution condition(s)**. Amounts within any such Catastrophe Management-Specific deductible shall be independent of, and shall not otherwise erode, the single largest deductible applicable to all other covered exposures arising out of the same **pollution condition** as contemplated herein.

IV. For purposes of this endorsement, Section IV. **DEFINITIONS**, of the Policy is amended to include the following:

**Catastrophe Management Costs** means reasonable and necessary fees and expenses for the following:

1. Responsive consulting services rendered by a **catastrophe management firm**;
2. Printing, advertising, mailing of public relations materials; and
3. Travel by directors, officers, employees of a **named insured** or the **catastrophe management firm** incurred at the recommendation or direction of the **catastrophe management firm**.

**Catastrophe management firm** means any firm that is approved, in writing, except for firms retained to respond during the same seven (7) day period associated with "emergency response costs", by the Insurer to perform **catastrophe management services** in connection with a **pollution condition**.

**Catastrophe management services** means advising the Insured with respect to minimizing potential harm to the **insured** from a covered **pollution condition** by consulting with the **insured** with respect to maintaining and restoring the **insured's** public image or reputation.

V. Section V. **EXCLUSIONS, A. EXCLUSIONS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE NOTED**, of this Policy is hereby amended by addition of the following:

This insurance also does not apply to **catastrophe management costs** arising out of or related to any of the individually excluded exposures identified herein.

All other terms and conditions of this policy remain unchanged.



## DEDICATED DEFENSE AGGREGATE LIMIT ENDORSEMENT

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **PREMISES POLLUTION LIABILITY COVERAGE PART**

**I. Dedicated Defense Aggregate Limit of Insurance**

**\$250,000** shall be the Dedicated Defense Aggregate Limit of Insurance applicable to **defense and claims expense** covered pursuant to this Policy.

**II. Section III., DEFENSE AND SETTLEMENT, Subsection 5), of this Policy is hereby deleted in its entirety and replaced with the following:**

**5) Defense and claims expense** is subject to and will erode:

- 1)** The Dedicated Defense Aggregate Limit of Insurance identified in the Dedicated Defense Aggregate Limit Endorsement; and,
- 2)** With respect to additional **defense and claims expense** incurred following exhaustion of the Dedicated Defense Aggregate Limit of Insurance, the Limits of Liability identified in the Declarations of this Policy, along with any applicable Limits or Sublimits of Liability identified in any endorsement hereto.

In addition, **defense and claims expense** is included within any applicable deductible stated on the Declarations to this policy.

All other terms and conditions remain the same.

## MOLD COVERAGE - BODILY INJURY ONLY

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **PREMISES POLLUTION LIABILITY COVERAGE PART (ENV-9100 (10-15))**

- I. Section **V. EXCLUSIONS**, Subsection **A. EXCLUSIONS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE NOTED**, of the Policy is amended to include the following:

#### **Mold**

**Property damage or cleanup costs** arising out of or in any way related to, in whole or in part, **mold**.

This exclusion shall not apply to coverage afforded pursuant to Section **I., INSURING AGREEMENTS**, Coverage F - Transportation Pollution Liability, Coverage G - Contractors Pollution Liability and Coverage H - Product Pollution Liability.

II. ☒ **Location-Specific Endorsement Application**

Solely to the extent that there is an **X** indicated in this Section **II.**, above, the **insured** and the Insurer hereby agree to the modifications identified in Section **I.** of this Endorsement only apply to **pollution conditions** on, at under or migrating from or onto the **covered locations** specifically identified below:

<b>COVERED LOCATION (ADDRESS)</b>
All covered locations

All other terms and conditions remain the same.

## LIMITS OF INSURANCE AMENDATORY ENDORSEMENT

Named Insured <b>Southpointe Condominium Association, Inc.</b>			Endorsement Number
Policy Symbol <b>PPL</b>	Policy Number <b>G71200826 003</b>	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement <b>11/15/2020</b>
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### PREMISES POLLUTION LIABILITY INSURANCE POLICY

Section **II.**, **LIMITS OF INSURANCE AND DEDUCTIBLE**, Subsection **A.**, **Limits of Insurance**, of this Policy are hereby amended by addition of the following:

- 6)** If the Insurer or an affiliate has issued pollution liability coverage afforded on a discovered and reported basis or claims-made and reported basis consistent with coverage afforded pursuant to this Policy in one or more policy periods, and a **pollution condition** is first discovered and reported to the Insurer, or a **claim** is first made and reported to the Insurer with respect to a **pollution condition**, in accordance with the terms and conditions of this Policy, then:
  - a.** Any continuous, repeated, or related **pollution condition** that is subsequently reported to the Insurer during later policy periods shall be deemed to be one **pollution condition** discovered during this **policy period**; and
  - b.** All **claims** arising out of:
    - 1.** The same, continuous, repeated, or related **pollution condition** that was discovered during this **policy period**; or
    - 2.** The same, continuous, repeated, or related **pollution condition** that was the subject of a **claim** first made and reported in accordance with the terms and conditions of this Policy,
 shall be deemed to have been first made and reported during this **policy period** and no other policy shall respond.

All other terms and conditions remain the same.

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Authorized Representative

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

A. The following exclusion is added to all coverage parts:

This insurance does not apply to:

#### **TERRORISM**

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**.

B. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under this Policy or any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, corrective action costs or cleanup costs** as may be defined in any applicable Coverage Part.

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

## SERVICE OF SUIT ENDORSEMENT - FLORIDA

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol PPL	Policy Number G71200826 003	Policy Period 11/15/2020 to 11/15/2021	Effective Date of Endorsement 11/15/2020
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Chief Financial Officer of the State of Florida  
Department of Financial Services  
200 E. Gaines Street  
Tallahassee, FL 32399

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the company's right to: remove an action to a United States District Court, seek a transfer of a case to another court, or to enforce policy provisions governing choice of law or venue selection, as may be permitted by the laws of the United States, or of any state in the United States.

Florida law requires that the Chief Financial Officer of the State of Florida be designated as the company's agent for service of process. In Florida the company designates the Chief Financial Officer as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Chief Financial Officer to mail process received on the company's behalf to the company person named below.

Mr. Paul Bech, Esq., Associate General Counsel  
Chubb  
436 Walnut Street  
Philadelphia, PA 19106-3703

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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Authorized Representative

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.**

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$250, however you elected to decline such coverage.
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## **Chubb Producer Compensation Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

## **Questions About Your Insurance?**

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.



## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# *Westchester Surplus Lines Insurance Company*

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11575 Great Oaks Way  
Suite 200  
Alpharetta, GA 30022

## **NOTICE**

**POLICY NO.** G71200826 003

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**NAME OF INSURED:** Southpointe Condominium Association, Inc.

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**ADDRESS:** 3700 Woodgate Blvd  
Orlando, Florida 32822-4020

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We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: 12/11/2020

Insured's Name: Southpointe Condominium

Policy # G71200826003

Policy Dates: From: 11/15/2020

To: 11/15/2021

Surplus Lines Agent's Name: Patricia A Curnutte

Surplus Lines Agent's Address: 570 Polaris Parkway Westerville, OH 43082

Surplus Lines Agent's License #: E046020

Producing Agent's Name: Assured Partners

Producing Agent's Physical Address: 300 Colonial Center Pky #270, Lake Mary, FL 32746

**“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: \$950.00

Policy Fee: \$35.00

Inspection Fee: \_\_\_\_\_

Service Fee: \$0.59

Tax: \$48.66

Citizen's Assessment: \_\_\_\_\_

EMPA Surcharge: \_\_\_\_\_

FHCF Assessment: \_\_\_\_\_

Surplus Lines Agent's Countersignature: Patricia A. Curnutte

☐ **“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.”**