

FLORIDA FACE PAGE

Insured's Name: Beach Haven Neighborhood Association Inc
Policy Dates From: Jul 26, 2024
Surplus Lines Agent's Name: Jeff Aumick

Policy #: MNGR-P-2001420
To: Jul 26, 2027

Surplus Lines Agent's Address: 150 S US Highway 1 Suite 3 Jupiter FL 33477

Surplus Lines Agent's License #: A009843

Producing Agent's Name: David Handrick
Producing Agent's Physical Address: 1855 W SR 434 Longwood, FL 32750

"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: \$15,750.00

Policy Fee: \$1,096.00

Inspection Fee: N/A

Stamp Fee: \$10.11

Tax: \$832.19

ACCA: N/A

Surcharge: N/A

FHCF Assessment: N/A

Surplus Lines Countersignature: _____



- ☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**
- ☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**



HOW TO REPORT A CLAIM

Report claims to North American Risk Services, Inc. (NARS) as soon after the loss as possible while information is fresh. Use any of the following methods 24 hours a day, 7 days a week:

Telephone: (800) 315-6090
Facsimile: (866) 261-8507
Internet: <http://www.narisk.com/report-a-claim/>
Electronic Mail: reportaclaim@narisk.com
Regular Mail: North American Risk Services
P.O. Box 166002
Altamonte Springs, FL 32716-6002
Attn: New Loss Unit

Claims should be reported with a completed Loss Acord form. At a minimum, please include:

- Policy number
- Policyholder contact information – name, phone number, address, email
- Agent contact information – name, phone number, address, email
- Detailed description of the loss

An adjuster will be assigned to the claim, and after reviewing the information provided, will make personal contact.

Please note: It is our preference that claims of a serious nature are phoned into NARS. This allows us to escalate the loss immediately.

FLORIDA SURPLUS LINES POLICYHOLDER NOTICE

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.



Magnolia Grove Insurance Services

COMMON DECLARATIONS

Writing Company: Benchmark Specialty Insurance Company
Mailing Address: 150 Lake Street W
Wayzata, MN 55391

Named Insured: Beach Haven Neighborhood Association Inc
Mailing Address: 14 Sandy Beach Way
Palm Coast, FL 32137

Policy Number: MNGR-P-2001420
Effective Date: 07/26/2024
Expiration Date: 07/26/2027
(Both times at 12:01AM Local Standard Time at Insured mailing address shown above.)

This Declarations Page is attached to and forms part of the Policy.

☐ Individual ☐ Partnership ☐ Joint Venture ☐ LLC ☐ Trust ☐ Organization (other) ☒ Corporation

COVERAGE

LIMITS OF INSURANCE

Policy Aggregate Limit	\$1,000,000
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The Company's maximum limit of liability for all CLAIMS covered under all coverage parts of this policy shall not exceed the Policy Aggregate Limit shown above.

Commercial General Liability Coverage Part

Each Occurrence Limit:	N/A
General Aggregate Limit (other than Products-Completed Operations):	N/A
Products-Completed Operations Aggregate Limit:	N/A
Personal and Advertising Injury Limit (any one person or organization):	N/A
Damage to Premises Rented to You Limit (any one premises):	N/A
Medical Expenses Limit (any one person):	N/A

Contractors Pollution Liability Coverage Part

Aggregate Limit:	N/A
Each Pollution Condition Limit:	N/A

Site Pollution Liability Coverage Part

Aggregate Limit:	\$1,000,000
Each Pollution Condition Limit:	\$1,000,000

9/11/24

Covered Site(s):

See Endorsement

Professional Services Liability Coverage Part

Aggregate Limit:

N/A

Each Professional Services Claim Limit:

N/A

DEDUCTIBLES OR SELF-INSURED RETENTIONS

Commercial General Liability:

N/A Each Occurrence

Contractors Pollution Liability:

N/A Each Pollution Claim

Site Pollution Liability:

\$10,000 Each Pollution Claim

Professional Liability:

N/A Each Claim

RETROACTIVE DATES

Site Pollution Liability:

07/26/2022

Professional Liability:

N/A

PREMIUM AND RATE

Pay Plan:

Agency Bill - Annual

Total Deposit Premium:

\$15,750

Terrorism Premium (additional premium):

N/A

Minimum Earned Premium:

100.00%

Policy Fee:

\$496

Premium Basis:

\$0 Gross Revenue

Rate Type:

Non Auditable

This policy is comprised of this Declarations page, the policy form and endorsements, if any, attached at the inception or during the Policy Period.



AUTHORIZED REPRESENTATIVE

CLAIM REPORTING DETAILS:

Email: reportclaim@narisk.com

Phone: 1-800-315-6090

FORMS AND ENDORSEMENTS

See Forms Schedule

FORMS SCHEDULE

FORM/ENDORSEMENT NUMBER	NAME
MG-PHN-CLAIMS 08 2022	NARS Claims Reporting Notice
BEAT-PHN-SL-FL-0001 03 2022	Florida Surplus Lines Policyholder Notice
MG-DEC-PDEC 03 2022	Magnolia Grove Common Primary Declarations Page
MG-FORMS 07 2022	Forms Schedule
MG-SPL-POL 10 2022	Site Pollution Policy Form
MG-SPL-0004 07 2022	Intended Use Endorsement - Site Pollution Liability
MG-SPL-0005 07 2022	Governmental Mandate Endorsement
MG-SPL-0006 07 2022	Sudden and Accidental Site Pollution Liability Endorsement
MG-SPL-0009 07 2022	Covered Sites and Retroactive Dates Endorsement - Site Pollution Liability
MG-SPL-0013 10 2022	Additional Insured Endorsement
MG-UN-0002 FL 08 2022	Service of Process Endorsement
MG-UN-0003 07 2022	United States Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MG-UN-0008 07 2022	Terrorism Exclusion
MG-UN-0011 07 2022	Minimum Earned Premium Endorsement
MG-UN-0012 07 2022	Nuclear Incident Exclusion Endorsement
MG-UN-0017 07 2022	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
MG-UN-0019 07 2022	Communicable Disease Resulting From Pandemic Exclusion Endorsement
MG-UN-0020 07 2022	Pollution Condition Exclusion Endorsement
MG-UN-0023-FL 08 2022	Florida Amendatory Endorsement
MG-UN-0028 04 2023	Anti - Stacking Endorsement

SITE POLLUTION LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY AND DOES NOT COVER CLAIMS THAT TOOK PLACE PRIOR TO THE RETROACTIVE DATED STATED IN THE DECLARATIONS. THIS POLICY ONLY COVERS CLAIMS PROPERLY REPORTED TO THE INSURER DURING THE POLICY PERIOD OR BY THE END OF ANY EXTENDED REPORTING PERIOD, IF ANY.

CERTAIN PROVISIONS IN THIS POLICY RESTRICT OR EXCLUDE COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, OBLIGATIONS AND WHAT IS AND WHAT IS NOT COVERED.

PLEASE NOTE THAT AMOUNTS INCURRED AS CLAIMS EXPENSE PAYMENTS SHALL REDUCE THE LIMIT OF INSURANCE AVAILABLE AND SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

Throughout this policy the words “the Insurer”, “we”, “us” and “our” shall refer to the company providing this insurance. Other words and phrases that appear in bold have special meanings and are defined in Section VII. – 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. The words “insured”, “you” and “your” mean any person or organization qualifying as such under Section II. – WHO IS AN INSURED.

I. COVERAGES – SITE POLLUTION LIABILITY

A. ON-SITE CLEANUP COSTS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for on-site **cleanup costs** that the insured becomes legally obligated to pay, provided:

The **cleanup costs** arise out of a **pollution condition** at, on or under the legal boundaries of a **covered site** in the **coverage territory**, but only if:

1. The **pollution condition** did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;
2. The **pollution condition** is reported to us in writing during the policy or any Extended Reporting Period; and

3. The **pollution condition** first becomes known by or is reported to a **responsible insured** during the policy period.

B. OFF-SITE CLEANUP COSTS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for off-site **cleanup costs** that the insured becomes legally obligated to pay, provided:

The **cleanup costs** arise out of a **pollution condition** that migrates beyond the legal boundaries of a **covered site** in the **coverage territory**, but only if:

1. The **pollution condition** did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;
2. The **pollution condition** is reported to us in writing during the policy or any Extended Reporting Period; and
3. The **pollution condition** first becomes known by or is reported to a **responsible insured** during the policy period.

C. THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE CLAIMS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for **bodily injury** or **property damage** that the insured becomes legally obligated to pay, provided:

The **claim** for **bodily injury** or **property damage** arise out of a **pollution condition** at, on, under or that migrates beyond the legal boundaries of a **covered site** in the **coverage territory**, but only if:

1. The **pollution condition** did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;
2. The **pollution condition** is reported to us in writing during the policy or any Extended Reporting Period; and

D. EXCLUSIONS

This insurance does not apply to:

1. Abandoned, Relinquished, Divested, Or Condemned Property

Bodily injury, property damage or cleanup costs based upon or arising from any **pollution condition** at, on, under or migrating from any **covered site**, where the actual discharge, dispersal, release, seepage, migration or escape of **pollutants** first commenced subsequent to the time such **covered site** was sold, given away, abandoned, or relinquished by the INSURED, or condemned.

2. Aircraft, Auto Or Watercraft

Bodily injury, property damage or cleanup costs arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. However, this exclusion does not apply while at a **covered site**, including loading and unloading operations.

3. Asbestos Or Lead Paint

Bodily injury, property damage or cleanup costs based upon or arising out of the existence of asbestos containing materials, asbestos products, asbestos fibers, asbestos dust, or lead, lead-based paint or lead containing products in whatever form or quantity.

4. Change In Use Or Operations At Covered Site

Bodily injury, property damage or cleanup costs arising out of any use or operation at a **covered site** during the **policy period** that is different from any use or operation at such **covered site** as scheduled to this Policy by endorsement.

5. Capital Expenditures

Bodily injury, property damage or cleanup costs caused by, arising out of or in any way related to or in connection with, any expenditure or improvement to or at a **covered site** as scheduled to this policy by endorsement that would qualify as a **Capital Expenditure**.

6. Contractual Liability

Bodily injury, property damage or cleanup costs based upon or for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

7. Employer's Liability

Bodily injury to:

- a. An **employee** of the insured arising out of and in the course of:
 - i. Employment by the insured; or
 - ii. Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

8. Enhancements, Improvements, Maintenance Or **Upgrades**

Any costs, charges or expenses for enhancements, improvements, maintenance to or upgrades of any property or processes on, at or under a **covered site** even if such enhancement, improvement, maintenance or upgrade is required by **environmental law**.

9. Expected or Intended Injury

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

10. Fines, Penalties and Assessments

Any criminal fines, criminal penalties or criminal assessments.

11. Insured's Property/Care, Custody Or Control

Property damage to property owned, leased or operated by, or in the care, custody or control of the insured, even if such **property damage** is incurred to avoid or mitigate further **property damage** or other **property damage** or **cleanup cost** which may be covered under this policy.

This exclusion does not apply to **restoration costs**.

12. Intentional Acts

Bodily injury, property damage or cleanup costs arising out of your intentional, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental or public agency or body either before or after policy inception.

13. Known Conditions

Bodily injury, property damage or cleanup costs based upon or arising out of a **pollution condition** that were known by a **responsible insured**, at any time before the beginning of this policy period, to be present, or that were disclosed in your application for this insurance or any of the accompanying information provided to us.

Any continuation, change or resumption of any such **pollution condition** during the **policy period** will be deemed to have been known by a **responsible insured** prior to the **policy period**.

14. Non-Designated Sites

Bodily injury, property damage or cleanup costs caused by, arising out of or in any way related to any **covered site** (including, but not limited to, any **disposal site**) not designated on the Declarations or by endorsement.

15. Other Insured

Any **claim** or **suit** by one **Named Insured** against any other **Named Insured** under this policy.

16. Underground Storage Tanks

Bodily injury, property damage or cleanup costs arising out of the existence, ownership, operation, maintenance or use of any underground storage tank or associated underground piping at a **covered site**.

17. Your Product

Bodily injury, property damage or cleanup costs arising out of **your product**, unless the **claim** results from or **your product** on or at a **covered site**.

18. War

Bodily injury, property damage or cleanup costs, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

19. Workers' Compensation And Similar Laws

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

E. Claims Expense Payments

We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend:

1. All **legal expense**.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$1,000 a day because of time off from work.
5. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance shown in the Declarations.

II. WHO IS AN INSURED

- A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

B. Each of the following is also an insured:

1. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
2. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to **cleanup costs** arising out of the maintenance or use of a **covered site**; and
 - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

III. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - 1. Insureds; or
 - 2. **Pollution conditions**; or
 - 3. **Covered sites**; or
 - 4. **Claims** made or **suits** brought; or
 - 5. Persons or organizations making **claims** or bringing **suits**.
- B. The Aggregate Limit is the most we will pay for the sum of **bodily injury, property damage, cleanup costs, legal expense** or any combination of **bodily injury, property damage, cleanup costs, and legal expense**.
- C. Subject to Paragraph B. above, the Each Pollution Condition Limit is the most we will pay because of any one **pollution condition** that results in: **bodily injury, property damage, cleanup costs, legal expense** or any combination of **bodily injury, property damage, cleanup costs, and legal expense**.
- D. Subject to Paragraph B. and C. above, if the same or any related **pollution condition** is covered under more than one coverage in Section I. COVERAGES – SITE POLLUTION LIABILITY, only a single Each Pollution Condition Limit shall apply to all **bodily injury, property damage, cleanup costs, legal expense** or any combination of **bodily injury, property damage, cleanup costs, and legal expense**.
- E. The Limits of Insurance of this policy apply to the policy period as shown in the Declarations or as amended by endorsement.
- F. The Limits of Insurance apply in excess of the deductible amounts shown in the Declarations. Any deductible must be paid by the **Named Insured**. We may pay any part of or the entire deductible amount to effect settlement of any **claim, suit or cleanup costs** and, upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount we have paid.
- G. If the deductible indicated in the Declarations is on an Each Pollution Condition basis, the deductible amounts shown in the Declarations apply to

all **bodily injury, property damage, cleanup costs, legal expense** or any combination of **bodily injury, property damage, cleanup costs**, and **legal expense** arising out of each **pollution condition**, regardless of the number of persons or organizations who sustain all **bodily injury, property damage, cleanup costs, legal expense** or any combination of **bodily injury, property damage, cleanup costs**, and **legal expense** because of that **pollution condition**.

H. If the deductible amount indicated in the Declarations is on an Each Claim basis, the deductible applies to:

1. All **bodily injury, property damage, legal expense** or any combination of **bodily injury, property damage**, and **legal expense** sustained by any one person or organization because of a **pollution condition**; or
2. All **cleanup costs** sustained by any one person or organization because of a **pollution condition**.

A separate deductible amount will be applied to each person making a **claim** for damages for care, loss of services or death resulting at any time from **bodily injury**.

I. If the same or any related **pollution condition** results in coverage under more than one policy, only the single highest deductible among all applicable deductibles will apply.

IV. DEFENSE AND SETTLEMENT

- A. We will have the right and duty to defend the insured against any **claims** to which this insurance applies. However, we will have no duty to defend the insured against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **claim** or **pollution condition**.
- B. We shall have the right to investigate, conduct negotiations, direct the defense and select counsel for **claims** to which this insurance applies. Although selection of counsel is at our sole discretion, the insured may propose counsel for our consideration for any particular **claim**. All expenses we incur, including **legal expense**, will reduce the Limits of Insurance.
- C. Our right and duty to defend, or continue to defend, ends when the applicable Limit of Insurance shown in the Declarations has been exhausted or upon the insured's refusal of a settlement offer as described in Paragraph D. below.
- D. We will not settle or compromise any **claim** without your written consent. However, if you refuse to consent to any settlement or compromise that we recommend and that is acceptable to the claimant:

1. Our liability under this policy will be limited to the amount for which the **claim** could have been settled or compromised and **legal expense** incurred as of the date of your refusal to consent to such settlement or compromise, less the Deductible. Our liability is subject to the applicable Limit of Insurance shown in the Declarations;
 2. We will have no liability for any **legal expense** incurred after the date of your refusal to consent to such settlement or compromise; and
 3. We will have the right to withdraw from any further investigation or defense of the **claim** by tendering control of such investigation or defense to you. You agree, as a condition of the issuance of this policy, to accept such tender.
- E. If the **Named Insured** and we agree to use **mediation** as a means to resolve a **claim** made against the insured prior to any court-ordered **mediation** or other form of mandatory dispute resolution, and if such **claim** is resolved as a direct result of and during such **mediation**, the insured's deductible stated in the Declarations shall be reduced by 50% subject to a maximum reduction of \$25,000. We shall reimburse the **Named Insured** for any such reimbursable deductible payments made prior to the **mediation** as soon as practical after the conclusion of such **mediation**.

V. CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

B. Duties In The Event Of Claim, Suit or Pollution Condition

1. You must see to it that we are notified as soon as practicable of a **claim**, **suit** or **pollution condition**. To the extent possible, notice should include:
 - a. How, when and where the **claim** was made, **suit** was brought or **pollution condition** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **claim**, **suit** or **pollution condition**.
2. If a **claim** is made or **suit** is brought against any insured, you must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received; and

- b. Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the **claim** or **suit**;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. If there are **cleanup costs** arising from a **pollution condition** at your **covered site**, you must:

- a. Immediately record a detailed description of the nature, scope and amount of the **cleanup costs**; and
- b. Notify us during the policy period or any Extended Reporting Period, if applicable.

5. No insured will, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for **emergency response expense** or first aid, without our consent.

C. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we 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 us, the insured and the claimant or the claimant's legal representative.

D. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under any Coverage Part included in this policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3. below.

2. Excess Insurance

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

We will have no duty to defend the insured against any **claim(s)** or **suit(s)** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We 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 in the Declarations of this policy.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it 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, we 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.

E. Premium and Audit

1. We will compute all premiums for this policy in accordance with our rules and rates.
2. Premium shown on the Declarations is a minimum and deposit premium for the policy period. It is payable in full at the inception of this policy.
3. The **Named Insured** must keep records of the information we need for premium computation and send us copies upon request.
4. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations, application for insurance, any other underwriting, loss control or **claims** related information, and any other information submitted to us are accurate and complete at the time you reported that information; and
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the application, this policy shall be void.

G. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the **Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each insured against whom **claim** is made or **suit** is brought.

H. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair these rights once a loss is known by a **responsible insured**. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

I. Cancellation or Non-Renewal

1. The **Named Insured** shown on the Declarations may cancel this policy by mailing or delivering to us written notice of a cancellation date no later than the Expiration Date of this policy. A request by a premium finance company to cancel this policy for non-payment of premium shall be deemed a request by the **Named Insured** to cancel this policy. The earned premium will be computed in accordance with standard short rate tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
2. We may cancel this policy by mailing or delivering to the **Named Insured** shown on the Declarations written notice of cancellation at least sixty (60) calendar days before the effective date of cancellation; or ten (10) calendar days in the event of cancellation for non-payment of premium. We will send the **Named Insured** shown on the Declarations any premium refund due. If we cancel, the refund will be computed in accordance with standard pro rata tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
3. We will mail or deliver our notice of cancellation stating the effective date of cancellation to the **Named Insured's** mailing address shown on the Declarations. The policy period will end on that date.
4. If we cancel this policy due to failure of the **Named Insured(s)** to comply with terms and conditions under this policy, you shall have sixty (60) calendar days from the date of the notice of cancellation to comply with the terms and conditions. If the resolution is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force.
5. We will not be required to renew this policy upon its expiration. If we elect not to renew this policy, we will mail or deliver to the **Named Insured** shown on the Declarations written notice of nonrenewal at least sixty (60) calendar days prior to the Expiration Date of this policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

VI. EXTENDED REPORTING PERIODS

A. This section applies only if:

1. This policy is cancelled or not renewed by the insured or insurer for any reason other than the following:
 - a. Non-payment of premiums by the insured; or
 - b. Failure of the insured to abide by their deductible obligation.
2. The insured does not purchase replacement coverage for this policy.
3. We renew or replace this policy with other professional liability insurance that has a retroactive date later than the date shown in the Declaration of this policy

B. Extended Reporting Periods:

1. Do not extend the policy period or change the scope of coverage provided.
2. Do not reinstate the policy.
3. Do not increase the Limits of Insurance in the policy.
4. They apply only to **claims** that did not occur before the Retroactive Date identified in the Declarations, or after the end of the policy period.

C. Automatic Extended Reporting Period

Except for reasons stated in Paragraph A. above, the **Named Insured** shall be entitled to a period of sixty (60) calendar days from the end of the policy period to report **claims** to us which arise out of **bodily injury, property damage or cleanup costs** to which this insurance applies, on or after the Retroactive Date and before the end of the policy period. This Automatic Extended Reporting Period may not be cancelled and does not require the payment of additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased.

D. Optional Extended Reporting Period

Except for reasons stated in Paragraph A. above, upon the payment of additional premium, the **Named Insured** shall have the option to extend the period during which a **claim** can be made by or against the **Named Insured** and reported to us which arise out of **bodily injury, property damage or**

cleanup costs to which this insurance applies, on or after the Retroactive Date and before the end of the policy period.

The additional premium for the Optional Extended Reporting Period will not exceed:

1. 100% of the total policy premium for a ten (10) month Optional Extended Reporting Period; or
2. 150% of the total policy premium for a twenty-two (22) month Optional Extended Reporting Period; or
3. 200% of the total policy premium for a thirty-three (34 months) Optional Extended Reporting Period.

The **Named Insured's** right to purchase the Optional Extended Reporting Period must be exercised by providing us written notice no later than thirty (30) calendar days after the cancellation or expiration date of this policy. Effective notice must indicate the total Optional Extended Reporting Period desired and include payment of premium for such period. The purchase of any Optional Extended Reporting Period shall be scheduled to this policy by endorsement and the entire premium shall be deemed fully earned.

If such notice and the premium are not mailed to us within such thirty (30) calendar days, then the **Named Insured** shall not be entitled to purchase an Optional Extended Reporting Period at a later date.

VII. DEFINITIONS

A. **Auto** means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

B. **Bodily injury** means:

1. **Bodily injury**, illness, sickness or disease sustained by a person, including death resulting from any of these at any time and any associated medical or environmental monitoring. **Bodily injury** includes mental anguish or other mental injury resulting from **bodily injury**.

2. Monetary awards or settlements of compensatory damages arising from **bodily injury**.
 3. Punitive, exemplary or multiplied damages, and where allowed by law, civil fines, penalties and assessments, arising from **bodily injury**.
- C. **Capital Expenditure** means either money voluntarily spent or a charge voluntarily incurred, for additions or improvements to, or equipment for, a **covered site** or any part thereof. **Capital Expenditure** includes, but is not limited to, money spent or a charge incurred for the purpose of complying with any order or request of any regulatory agency that is intended, in whole or in part, to prevent or mitigate future **pollution conditions**.
- D. **Claim** or **claims** means a request or a demand, including the institution of **suit** or arbitration proceedings against any insured, received by you or us and seeking the payment of damages by an insured.
- E. **Cleanup costs** means reasonable and necessary expenses, including **restoration costs**, incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any **pollution conditions**:
1. To the extent required by applicable **environmental laws**; or
 2. In absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental consultant**.
- Cleanup costs** do not include damages because of **property damage**.
- F. **Coverage territory** means:
- The United States of America (including its territories and possessions), Puerto Rico and Canada.
- G. **Covered site** means real property owned, leased, rented or operated by the **Named Insured** that is scheduled to this Policy by the Covered Sites and Retroactive Dates Endorsement.
- H. **Disposal site** means a location that is used for the treatment, processing, storage or disposal of materials or wastes originating from a **covered site**.
- I. **Employee** includes temporary and/or leased staff working on behalf of and under direct supervision by you, but only for **your work**.
- J. **Emergency response expense** means reasonable **cleanup costs** incurred by the insured in response 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) calendar days of the discovery of a **pollution condition**.

- K. **Environmental consultant** means an individual or entity, approved by us in writing, who possesses sufficient specific education, training, and experience in a recognized field of environmental science necessary to exercise professional judgment in the development of opinions and conclusions regarding the presence of **pollution condition(s)** and who maintains adequate errors and omissions insurance.
- L. **Environmental law** means any federal, state, provincial, municipal or other local laws, statutes, ordinances, rules, guidance documents, regulations, judicial or administrative orders, directives and all applicable amendments, including state voluntary cleanup and risk-based corrective action guidance, that apply or may be applicable to an insured's responsibility for a **pollution condition**.
- M. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- N. **Fungi** or **fungus** means any member of a kingdom of organisms (Fungi) including molds and mildews that live as saprotrophs or parasites, reproduce by spores, and lack chlorophyll, leaves, true stems and roots.
- O. **Legal Expense** means:
1. The fees of an attorney we designate; and
 2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense or appeal of a **claim**.
- Such fees, costs and expenses must be incurred by us, an attorney we designate or the **insured** with our consent.
- Legal expense** does not include salary, overhead or other charges by an **insured**, including the **insured's** in-house legal counsel, for any time spent in assisting in the investigation or resolution of any **claim**.
- P. **Mediation** means the intervention of a neutral third party to effect resolution or closure of a **claim**.
- Q. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **auto**:

- a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

R. **Microbial matter** means **fungi** or **mold** which reproduces through the splitting of cells, the release of spores or by any other means, whether or not such **microbial matter** is living.

S. **Mold** means:

1. Any permanent or transient **fungus, mold**, mildew or mycotoxin or any of the spores, scents or by-products resulting therefrom;
2. **Fungi** or **fungus**; or
3. **Microbial matter**

T. **Named Insured** means the entity listed on the Declarations as the **Named Insured**.

U. **Natural resource damage** means physical injury to and/or destruction of, as well as the assessment of such injury and/or destruction, including the resulting loss of value of land, fish, wildlife, biota, 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, any State or local government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

V. **Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low level radiological material, or waste materials including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. **Pollution condition** includes electromagnetic fields, **mold**, virus(es), and bacteria including Legionella pneumophila.

W. **Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **loss**; or
3. **Natural Resource Damage**; or
4. Monetary awards or settlements of compensatory damages arising from **property damage**; or
5. Punitive, exemplary or multiplied damages, and where allowed by law, civil fines, penalties and assessments, arising from **property damage**; or

6. Diminished value of property owned by third parties.

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

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- X. **Restoration costs** means reasonable and necessary costs incurred by the **insured** to repair, replace or restore real or personal property to place it in substantially the same condition it was in prior to being damaged in the course of incurring **cleanup costs**. **Restoration costs** do not include:
1. Any **restoration costs** incurred by the **insured** without our prior written consent; and
 2. Any **restoration costs** associated with a betterment or improvement of such real or personal property.

Y. **Responsible insured** means:

1. Any officer, director, partner, member, manager of the insured; or
2. Any insured or any **employee** of an insured that has responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance; or
3. Any insured or any **employee** of an insured that signed or that has responsibility, in whole or in part, for completing the application that we relied upon in issuing this policy.

Z. **Suit** means a civil proceeding in which damages because of **bodily injury, property damage** or **cleanup costs** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

AA. **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of

duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

BB. Your product:

1. Means:

- a. Any goods or products including waste, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i. You;
 - ii. Others trading under your name; or
 - iii. A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others but not sold.

CC. Your work:

1. Means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

INTENDED USE ENDORSEMENT – SITE POLLUTION LIABILITY

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
SITE POLLUTION LIABILITY POLICY

A. This use of the **covered site(s)** identified in the schedule below is warranted to be as follows:

COVERED SITE(S)	INTENDED USE
14 Sandy Beach Way Palm Coast, FL 32137	Wastewater Treatment Plant

- B. If at any time after signing the application, the **Named Insured** shall become aware of any change in any of the facts declared to the Insurer, including the intended, planned or actual use of a **covered site** 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.
- C. If notice of a change in the intended, planned or actual use of a **covered site** is not provided to the Insurer in the time allotted, coverage at the **covered site** shall be void as of the first day of such change in use.
- D. Upon receipt of notice of a change in the intended, planned or actual use of a **covered site**, 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.

GOVERNMENTAL MANDATE ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
SITE POLLUTION LIABILITY POLICY

- A. I. COVERAGES – SITE POLLUTION LIABILITY A. ON-SITE CLEANUP COSTS is hereby deleted in its entirety and replaced with the following:

A. ON-SITE CLEANUP COSTS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for on-site **cleanup costs** that the insured becomes legally obligated to pay that result from **governmental mandate(s)** upon you, but the amount that we will pay is limited as described in SECTION III. LIMITS OF INSURANCE.

- B. For purposes of this endorsement, the following is added to VII. DEFINITIONS:

Governmental mandate(s) means a directive, order or requirement of the government of the United States or any of its states, or Canada or any of its provinces, political subdivisions, or court order duly acting under the authority of environmental or related laws to cleanup, remediate, or mitigate any **pollution conditions** at, on or under the legal boundaries of a **covered site** in the **coverage territory**.

All other terms and conditions remain the same.

SUDDEN AND ACCIDENTAL SITE POLLUTION LIABILITY ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
SITE POLLUTION LIABILITY POLICY

- A. For purposes of this endorsement, Paragraphs A., B. and C. of SECTION I – COVERAGES are hereby deleted in their entirety and replaced with the following:

A. ON-SITE CLEANUP COSTS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for on-site **cleanup costs** that the insured becomes legally obligated to pay, provided:

The **cleanup costs** arise out of a **pollution condition** at, on or under the legal boundaries of a **covered site** in the **coverage territory**, but only if:

- a. The **pollution condition** first commences during the policy period;
- b. The **pollution condition** arises out of a **short-term pollution event**;
- c. The **pollution condition** is discovered by the insured within fourteen (14) calendar days of commencement;
- d. The **pollution condition** results in a claim or suit against the insured or **emergency response expense**; and
- e. Such **claim(s)** or **suit(s)** or **emergency response expense** are reported to us in writing, within thirty (30) calendar days following the discovery of such **pollution condition**.

B. OFF-SITE CLEANUP COSTS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for on-site **cleanup costs** that the insured becomes legally obligated to pay, provided:

The **cleanup costs** arise out of a **pollution condition** that migrates beyond the legal boundaries of a **covered site** in the **coverage territory**, but only if:

- a. The **pollution condition** first commences during the policy period;
- b. The **pollution condition** arises out of a **short-term pollution event**;
- c. The **pollution condition** is discovered by the insured within fourteen (14) calendar days of commencement;
- d. The **pollution condition** results in a claim or suit against the insured or **emergency response expense**; and
- e. Such **claim(s)** or **suit(s)** or **emergency response expense** are reported to us in writing, within thirty (30) calendar days following the discovery of such **pollution condition**.

C. THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE CLAIMS

Insuring Agreement

Subject to the terms, conditions, and exclusions of this policy, we agree to pay for **bodily injury** or **property damage** that the insured becomes legally obligated to pay, provided:

The **claim** for **bodily injury** or **property damage** arise out of a **pollution condition** at, on, under or that migrates beyond the legal boundaries of a **covered site** in the **coverage territory**, but only if:

- a. The **pollution condition** first commences during the policy period;
- b. The **pollution condition** arises out of a **short-term pollution event**;
- c. The **pollution condition** is discovered by the insured within fourteen (14) calendar days of commencement;
- d. The **pollution condition** results in a claim or suit against the insured or **emergency response expense**; and
- e. Such **claim(s)** or **suit(s)** or **emergency response expense** are reported to us in writing, within thirty (30) calendar days following the discovery of such **pollution condition**.

- B. For purposes of this endorsement, the following is added to VII. Definitions:

Short-term pollution event means **pollution conditions** which:

- 1. Are unintended and unexpected from the standpoint of the insured;
- 2. First commence at an identified time and place;
- 3. End, in their entirety, at an identified time within fourteen (14) calendar days of the discovery of the **pollution condition**; and

4. Is not a repeat or resumption of a previous **pollution condition** from essentially the same source within twelve (12) months.

To be considered a **short-term pollution event**, the **pollution condition** need not be continuous. However, if the **pollution condition** is not continuous, then all **pollution conditions** from essentially the same source, considered together, must satisfy Provisions 1. through 3. of this definition to be considered a **short-term pollution event**.

All other terms and conditions remain the same.

COVERED SITES AND RETROACTIVE DATES ENDORSEMENT – SITE POLLUTION LIABILITY

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
SITE POLLUTION LIABILITY POLICY

This insurance applies to the following **covered site(s)** and applicable retroactive date(s):

COVERED SITE(S)	RETROACTIVE DATE(S)
14 Sandy Beach Way Palm Coast, FL 32137	7/26/2022

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
SITE POLLUTION LIABILITY POLICY

SCHEDULE

Matanzas Shores Owner's Association, Inc
Its Directors, Officers, Managers, Members, Agents, Successors and Assigns
110 E. Collector Rd
Palm Coast, FL 32137

In consideration of premium charged, it is hereby agreed that the person(s) or organization(s) shown in the SCHEDULE above who the **Named Insured** has agreed in a written contract to name as an additional insured will be included as an additional insured, but only with respect to **bodily injury** or **property damage** that result from a **pollution condition** at, on, under or that migrates beyond the legal boundaries of a **covered site** to which this insurance applies.

All other terms and conditions remain the same.

SERVICE OF SUIT ENDORSEMENT – FLORIDA

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY**

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made to:

Magnolia Grove Insurance Services
850 New Burton Rd #201
Dover, DE 19904

and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Chief Financial Officer of Financial Services, or his/her successor or successor in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

UNITED STATES TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY

No coverage is provided by this 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.

TERRORISM EXCLUSION

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY

The following Exclusion is added to the policy:

Terrorism

This policy does not provide any coverage for any act of **terrorism** (“terrorism”).

As used in this exclusion, **terrorism** (“Terrorism”) means:

1. Any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and United States Attorney General, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002, including all amendments thereto; or
2. Activities against persons, organizations or property of any nature, including any actions in hindering, defending against, responding to or retaliating against an actual or suspected activities:
 - a. That involves the following or preparation of the following:
 - i. Use or threat of force or violence; or
 - ii. The committing of or threat of a dangerous act; or
 - iii. The committing of or threat of an act that interferes with or disrupts and electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - i. The effect to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, or to further political, philosophical, ideological, social economic similar objectives, or to express or express opposition to any such objectives, positions, ideas or beliefs.

MINIMUM EARNED PREMIUM ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY

In the event of cancellation of this policy by or at the direction of the insured, the company shall retain at least the Minimum Earned Premium in accordance with the amount shown on the Declarations of this policy.

NUCLEAR INCIDENT EXCLUSION ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY

This policy does not provide coverage for **loss** (loss), damage, **injury** (“injury”), liability, cost, or expense, due to or as a consequence of, whether controlled or uncontrolled or however caused by:

1. Any liability or damage:
 - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the **hazardous properties** (“hazardous properties”) of **nuclear material** (“nuclear material”) and with respect to which:
 - i. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - c. Resulting from nuclear exposure, reaction or explosion including resulting fire, smoke, radiation or contamination whether direct or indirect; and/or biological or chemical attack or exposure to biological or chemical agents, or combination of such agents, including resulting contamination or pollution.
2. Any liability or damage resulting from the **hazardous properties** (“hazardous properties”) of **nuclear material** (“nuclear material”), if:
 - a. The **nuclear material** (“nuclear material”):
 - i. Is at any **nuclear facility** (“nuclear facility”) owned by, or operated by or on behalf of, any insured, or

- ii. Has been discharged or dispersed there from;
- b. The **nuclear material** (“nuclear material”) is contained in **spent fuel** (“spent fuel”) or waste (“waste”) at any time processed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
- c. The **injury** (“injury”), sickness, disease, death, **destruction** (“destruction”) or **loss** (loss) arising out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility** (“nuclear facility”), but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph c. applies only to **injury** (“injury”) to or **destruction** (“destruction”) of or **loss** (loss) of property at such **nuclear facility** (“nuclear facility”).

As used in this endorsement:

1. **Hazardous properties** (“hazardous properties”) includes radioactive, toxic or explosive properties.
2. **Nuclear facility** (“nuclear facility”) means:
 - a. Any **nuclear reactor** (“nuclear reactor”);
 - b. Any equipment or device designed or used for:
 - i. Separating the isotopes of uranium or plutonium;
 - ii. Processing or utilizing **spent fuel** (“spent fuel”); or
 - iii. Handling, processing, or packaging **waste** (“waste”).
 - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** (“special nuclear material”) if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste** (“waste”);

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
3. **Nuclear material** (“Nuclear material”) means **source material** (“source material”), **special nuclear material** (“special nuclear material”), or **by-product material** (“by-product material”). **Source material** (“source material”), **special nuclear material** (“special nuclear material”), and **by-product material** (“by-product material”) have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

4. **Nuclear reactor** (“Nuclear reactor”) means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
5. **Spent fuel** (“Spent fuel”) means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor** (“nuclear reactor”).
6. **Waste** (“Waste”) means any waste material:
 - a. Containing **by-product material** (“by-product material”); and
 - b. Resulting from the operation by any person or organization of any **nuclear facility** (“nuclear facility”) included under the first two paragraphs of the definition of **nuclear facility** (“nuclear facility”).
7. With respect to **injury** (“injury”) to or **destruction** (“destruction”) of or **loss** (loss) of property, the word **injury** (“injury”) or **destruction** (“destruction”) or **loss** (loss) includes all forms of radioactive contamination of property.

All other terms and conditions remain the same.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY**

This policy does not offer any coverage of any kind due to:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Loss (Loss), damage, liability, **claims** (claims), costs, expense, fines, penalties, mitigation costs or any other damages of any kind arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1. or 2. above.

As used in this exclusion, electronic data means information, facts, concepts, code or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Access Or Disclosure Of Confidential Or Personal Information

Personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions remain the same.

COMMUNICABLE DISEASE RESULTING FROM PANDEMIC EXCLUSION ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY**

A. The following Exclusion is added to the policy:

COMMUNICABLE DISEASE RESULTING FROM A PANDEMIC

This policy does not apply to any **bodily injury, property damage, personal and advertising injury, loss, cleanup costs, liability, claim(s), suit(s), damages, and/or Supplementary Payments**, including but not limited to defense costs, caused, in whole or in part by, or arising, directly or indirectly, out of the actual or alleged presence or transmission of a **communicable disease** that is directly or indirectly a result of a **pandemic** within the **coverage territory**.

This exclusion applies even if the **claim(s), suit(s)** or allegations against any insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
2. Testing for a **communicable disease**;
3. Failure to prevent the spread of the disease;
4. Failure to sufficiently clean, sanitize, or effectively apply disinfectant, or
5. Failure to report the disease to authorities.

B. The following definitions are added to the policy:

1. **Communicable disease** means a disease, illness, or condition, including any variant(s) or mutational strains thereof, that can be transmitted directly or indirectly from person-to-person, animal (including insect)-to-person, animal-to-animal (including insect), or from the inanimate

environment to a human or animal, by contact, exposure, or by means of plants, vector, or fomites.

2. **Pandemic** means a sudden outbreak of a disease, illness or condition that is widespread across the **coverage territory** of this policy.

All other terms and conditions remain the same.

POLLUTION CONDITION EXCLUSION ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY**

SCHEDULE

As used in this schedule, per- and polyfluoroalkyl substances means any perfluoroalkyl or polyfluoroalkyl substance with at least one fully fluorinated carbon atom, commonly referred to as "PFAS", including, but not limited to:

- Perfluorooctanic acid (PFOA),
- Perfluorooctane sulfonic acid (PFOS),
- Perfluorohexane sulfonic acid (PFHxS),
- Perfluorodecanoic acid (PFDA),
- Perfluorohexanoic acid (PFHxA),
- Perfluorononanoic acid (PFNA),
- Perfluorooctane sulfonamide (PFOSA),
- Perfluoroheptanoic acid (PFHpA),
- Perfluorobutyric acid (PFBA),
- Perfluorobutane sulfonic acid (PFBS),
- Perfluoropentanoic acid (PFPeA),
- Perfluorodecane sulfonate (PFDS),
- Perfluoroundecanoic acid (PFUnA),
- Perfluorododecanoic acid (PFDoA),
- Perfluorotridecanoic acid (PFTRDA),
- Perfluorotetradecanoic acid (PFTeDA),
- 6.2 Fluorotelomer sulfonate (6.2 FTS),

Or any other substance or chemical identified as a polyfluoroalkyl or perfluoroalkyl in any list of such substances or chemicals published by the United States Environmental Protection Agency including on its "PFAS Master List of PFAS Substances (Version 2)" as such list may be updated or amended.

This policy does not apply to any **claim** (claim) for damages based upon or arising directly or indirectly from any **pollution conditions** (pollution conditions) shown in the SCHEDULE above.

This exclusion applies regardless of whether the **pollution conditions** (pollution conditions) described above are identified on a Schedule of Known Conditions endorsement attached to this Policy. This exclusion may be amended or deleted upon receipt and satisfactory review of a No Further Action letter, closure letter, or other equivalent documentation, as evaluated and determined at the sole discretion of the Company. No amendment or deletion of this exclusion shall be effective until specifically endorsed onto the Policy.

All other terms and conditions remain the same.

FLORIDA AMENDATORY ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY POLICY

PROFESSIONAL LIABILITY POLICY

SITE POLLUTION LIABILITY POLICY

The following is added to the policy and supersedes anything to the contrary:

CONDITIONS:

Cancellation or Non-Renewal

1. The **Named Insured** shown on the Declarations may cancel this policy by mailing or delivering to us written notice of a cancellation date no later than the Expiration Date of this policy. A request by a premium finance company to cancel this policy for non-payment of premium shall be deemed a request by the **Named Insured** to cancel this policy. The earned premium will be computed in accordance with standard short rate tables and procedure and will not be less than the Minimum Earned Premium shown on the Declarations.
2. We may cancel this policy by mailing or delivering to the **Named Insured** shown on the Declarations written notice of cancellation at least sixty (60) calendar days before the effective date of cancellation; or ten (10) calendar days in the event of cancellation for non-payment of premium.

As used in this provision, the term "nonpayment of premium" means the failure of the **Named Insured** to discharge when due any of its obligations in connection with the payment of premiums on a policy or an installment of such a premium, whether the premium or installment is payable directly to us or our agent or indirectly under any plan for financing premiums or extension of credit or the failure of the **Named Insured** to maintain membership in an organization if such membership is a condition precedent to insurance coverage. The term also includes the failure of a financial institution to honor the check of an applicant for insurance which was delivered to a licensed agent for payment of a premium, even if the agent previously delivered or transferred the premium to us. If a correctly dishonored check represents payment of the initial premium, the contract and all contractual obligations are void ab initio unless the nonpayment is cured within the earlier of five (5) days after actual notice by certified mail is received by the applicant or fifteen (15) days after notice is sent to the applicant by certified mail or registered mail, and, if the contract is void, any premium received by us from a third party shall be refunded to that party in full.

3. We will send the **Named Insured** shown on the Declarations any premium refund due. If we cancel, the refund will be computed in accordance with standard pro rata tables and procedure and will not be less than the Minimum Earned Premium shown on the Declarations.
4. We will mail or deliver our notice of cancellation stating the effective date of cancellation to the **Named Insured's** mailing address shown on the Declarations. The policy period will end on that date. Notice will contain the reason for cancellation.
5. If we cancel this policy due to failure of the **Named Insured(s)** to comply with terms and conditions under this policy, you shall have sixty (60) calendar days from the date of the notice of cancellation to comply with the terms and conditions. If the resolution is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force.
6. We will not be required to renew this policy upon its expiration. If we elect not to renew this policy, we will mail or deliver to the **Named Insured** shown on the Declarations written notice of nonrenewal at least sixty (60) calendar days prior to the Expiration Date of this policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this policy.

Notice of non-renewal will not be required if:

- a. We have manifested our willingness to renew, and the offer is not rescinded prior to expiration of the policy; or
 - b. A notice of cancellation for nonpayment of premium is provided under subsection 2.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

ANTI-STACKING ENDORSEMENT

Effective Date: 07/26/2024
Policy Number: MNGR-P-2001420
Insured Name: Beach Haven Neighborhood Association Inc
Writing Company: Benchmark Specialty Insurance Company

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS POLLUTION LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY

The following Condition is added to the policy:

If this insurance and any other insurance provided by us apply to the same occurrence (“occurrence”), offense, **bodily injury** (“bodily injury”), **property damage** (“property damage”), personal and advertising injury (“personal and advertising injury”), incident, act, **claim** (claim) or **suit** (“suit”), the maximum limit of insurance under all such policies will not exceed the highest applicable limit of insurance available under any one such policy except that, if we have specifically written additional insurance to be primary to or excess of the policy providing the highest applicable limit of insurance, this condition will not apply to that specific additional primary or excess insurance such that it will be available, as applicable, in addition to the limit of insurance available under the policy with the highest applicable limit of insurance of all such policies.

All other terms and conditions remain the same.