

12-0495-00  
 HEACOCK INSURANCE GROUP LLC  
 PO BOX 7788  
 SEBRING FL 33872-0114

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160  
 517.323.1200

11-22-2021

Southern-Owners Insurance Company

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

### ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)

Pay My Bill

Pay by Phone  
 1-800-288-8740

Pay by Mail  
 AUTO-OWNERS INSURANCE  
 PO BOX 740312  
 CINCINNATI, OH 45274-0312

MISSION LAKES AT OAKBRIDGE  
 CONDOMINIUM ASSOCIATION INC  
 2108 E EDGEWOOD DR  
 LAKELAND FL 33803-3640

Your agency's phone number is 863-683-2228.

RE: Policy 142312-72139972-22

Billing Account 013734266

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

*Serving Our Policyholders and Agents Since 1916*

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

### **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

### **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

### **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Florida

# POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Lakeland Regional Office for information and assistance by calling 863-687-4505.

Auto-Owners Insurance Company  
Owners Insurance Company  
Southern-Owners Insurance Company

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

## TAILORED PROTECTION POLICY DECLARATIONS

GENCY HEACOCK INSURANCE GROUP LLC  
12-0495-00 MKT TERR 051 863-683-2228

Renewal Effective 01-05-2022

INSURED MISSION LAKES AT OAKBRIDGE  
CONDOMINIUM ASSOCIATION INC

**POLICY NUMBER 142312-72139972-22**

Company Use 72-23-FL-1401

ADDRESS 2108 E EDGEWOOD DR  
LAKELAND FL 33803-3640

Policy Term	
12:01 a.m.	12:01 a.m.
01-05-2022	to 01-05-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

### COMMON POLICY INFORMATION

**Business Description:** Condominium Assoc

**Entity:** Corporation

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	\$4,334.00
FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT (2022)	\$30.34
<b>TOTAL</b>	<b>\$4,364.34</b>
<b>PAID IN FULL DISCOUNT</b>	<b>\$431.00</b>
<b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>	<b>\$3,933.34</b>

**THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
55156 (07-12)

A 02% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):  
Comm Umb(X) Comm Auto() WC() Life() Personal() Farm().

Countersigned By: HEACOCK INSURANCE GROUP LLC

Southern-Owners Ins. Co.

AGENCY HEACOCK INSURANCE GROUP LLC  
12-0495-00 MKT TERR 051

Company POLICY NUMBER 142312-72139972-22  
Bill 72-23-FL-1401

INSURED MISSION LAKES AT OAKBRIDGE

Term 01-05-2022 to 01-05-2022

55040 (11-87)

**COMMERCIAL GENERAL LIABILITY COVERAGE**

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Assn Directors/Officers Errors and Omissions Agg	\$1,000,000
Assn Directors/Officers Errors and Omissions Occ	\$1,000,000
<b>COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT</b>	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

**AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

59350 (01-15)	55146 (06-04)	CG0220 (03-12)	IL0017 (11-85)	IL0021 (07-02)
CG2106 (05-14)	55091 (05-17)	55010 (05-17)	CG2004 (11-85)	CG2167 (12-04)
59325 (12-19)	CG0001 (04-13)	55513 (05-17)	55719 (05-17)	55029 (05-17)
CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	CG2026 (04-13)

Southern-Owners Ins. Co.

Issued 11-22-2021

AGENCY HEACOCK INSURANCE GROUP LLC  
12-0495-00 MKT TERR 051

Company POLICY NUMBER 142312-72139972-22  
Bill 72-23-FL-1401

INSURED MISSION LAKES AT OAKBRIDGE

Term 01-05-2022 to 01-05-2023

**LOCATION 0001 - BUILDING 0001**

**Location:** 3005 Mission Lakes Dr, Lakeland, FL 33803-5919

**Territory:** 006

**County:** Polk

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 64		\$331.00
Street, Roads, Highways, Or Bridges- Existence And Maintenance Hazard Only	48727	Prem/Op Prod/Comp Op	Miles 2 2	95.711 .619	\$191.00 \$1.00
Condominiums - Residential - (Association Risk Only)	62003	Prem/Op Prod/Comp Op	Units 64 64	Each 1 52.025 6.058	\$3,330.00 \$388.00
Additional Interests Designated Per/Organization L 1. A1A Property Mgt	49950	Prem/Op Prod/Comp Op	Flat Charge Flat Charge		\$25.00 \$25.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	\$43.00
<b>LOCATION 0001</b>	<b>\$4,334.00</b>

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

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

A1A PROPERTY MANAGEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
AND  
IMPORTANT INFORMATION REGARDING TERRORISM RISK  
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a. the Secretary of Homeland Security; and
  - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
    - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
    - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) 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 (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

12-0495-00  
HEACOCK INSURANCE GROUP LLC  
PO BOX 7788  
SEBRING FL 33872

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160  
517.323.1200

11-18-2021

SOUTHERN-OWNERS INSURANCE COMPANY

MISSION LAKES AT OAKBRIDGE  
CONDOMINIUM ASSOCIATION INC  
2108 E EDGEWOOD DR  
LAKELAND FL 33803-3640

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Pay My Bill	
Pay by Phone 1-800-288-8740	

Your agency's phone number is (863) 683-2228.

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### Information We Obtain

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The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

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Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

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In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

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## Contact Us

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

## AVAILABILITY OF RISK MANAGEMENT PLAN - FLORIDA

The Florida Tort Reform and Insurance Act of 1986 requires insurance companies to make available to commercial casualty and commercial property policyholders guidelines for risk management plans.

Risk management guidelines include the following:

A. Safety measures, including, as applicable, the following areas:

1. Pollution and environmental hazards;
2. Disease hazards;
3. Accidental occurrences;
4. Fire hazards and fire prevention and detection;
5. Liability for acts from the course of business;
6. Slip and fall hazards;
7. Product injury; and
8. Hazards unique to a particular class or category of insureds.

B. Training to insureds in safety management techniques.

C. Safety management counseling services.

Risk Management Plan guidelines are available at your request. If you desire this service, please contact your agent or our Loss Control Services department by e-mail at [losscontrolsupport@aoins.com](mailto:losscontrolsupport@aoins.com) or by phone (855) 586-5388.

# Florida POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Lakeland Regional Office for information and assistance by calling 863-687-4505.

Auto-Owners Insurance Company  
Owners Insurance Company  
Southern-Owners Insurance Company

59243 (6-00)

## UMBRELLA POLICY DECLARATIONS

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY HEACOCK INSURANCE GROUP LLC (863) 683-2228  
12-0495-00 MKT TERR 051

INSURED MISSION LAKES AT OAKBRIDGE  
CONDOMINIUM ASSOCIATION INC

ADDRESS 2108 E EDGEWOOD DR  
LAKELAND FL 33803-3640

Renewal Effective 01-05-2022

POLICY NUMBER 96-892-501-00

Company Use 72-21-FL-1401

Company Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
01-05-2022	to 01-05-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

### COMMERCIAL UMBRELLA

#### LIMITS OF LIABILITY:

Products-Completed Operations Aggregate	\$ 1,000,000
Other Aggregate	\$ 1,000,000
Errors and Omissions Aggregate	\$ 1,000,000
Each Incident Limit	\$ 1,000,000

Errors and Omissions Aggregate applies to the following Errors and Omissions coverage(s):  
Association Directors and Officers/Habitational

**RETAINED LIMIT:** \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

#### FORMS THAT APPLY TO THIS POLICY:

26800 (07-05)	26606 (09-19)	26895 (07-07)	59350 (01-15)	26366 (07-05)
26545 (08-05)	26527 (09-09)	26862 (02-08)	66085 (07-14)	66088 (09-14)
66110 (11-15)	66119 (12-15)	59243 (06-00)	66127 (06-17)	66164 (12-17)
66151 (12-17)	66175 (12-17)	66206 (09-19)	66174 (12-17)	26814 (01-06)
26296 (07-05)	26827 (07-05)	26531 (07-05)	26580 (07-05)	

**PREMIUM**  
\$610.24

#### COMMERCIAL UMBRELLA PREMIUM

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:

TERRORISM  
CERTIFIED ACTS SEE FORM 59350 \$6.00

TOTAL POLICY PREMIUM	TERM \$610.24
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PROGRAM: Commercial

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):  
Comm Auto( ) Comm Prop/Comm Liab(X) Fam( ) WC( ) Life( ) Personal( ).

The Total Policy Premium shown above includes:  
Florida Insurance Guaranty Association Assessment (2022) 4.24

Countersigned By: HEACOCK INSURANCE GROUP LLC



SOUTHERN-OWNERS INS. CO.

26449 (07-00)  
 Issued 11-18-2021

AGENCY HEACOCK INSURANCE GROUP LLC  
 12-0495-00 MKT TERR 051

Company POLICY NUMBER  
 Bill Company Use 96-892-501-00  
 72-21-FL-1401

INSURED MISSION LAKES AT OAKBRIDGE

Term 01-05-2022 to 01-05-2023

**SCHEDULE OF UNDERLYING INSURANCE**

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:	
SOUTHERN-OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY	COMBINED	
	General Aggregate	SINGLE LIMITS	
	Products and Completed	\$2,000,000	
	Operations Aggregate	\$2,000,000	
	Occurrence	\$1,000,000	
	Personal/Advertising	\$1,000,000	
	Injury	\$1,000,000	
	Hired/Non-Ownership	Included	
Automobile Liability			
SOUTHERN-OWNERS INSURANCE COMPANY	PROFESSIONAL LIABILITY: ASSOCIATION/HABITATIONAL DIRECTORS and OFFICERS	LIMIT	
		Occurrence	\$1,000,000
		Aggregate	\$1,000,000

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
AND  
IMPORTANT INFORMATION REGARDING TERRORISM RISK  
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a. the Secretary of Homeland Security; and
  - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
    - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
    - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) 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 (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

# IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act amended existing federal general liability policies issued to the United States by the Secretary of Homeland Security and the Federal Reserve Board of Governors. The Act also amended the Terrorism Risk Insurance Act of 2002 to extend the federal liability coverage for terrorism risk to include the United States. The Act also amended the Terrorism Risk Insurance Act of 2002 to extend the federal liability coverage for terrorism risk to include the United States. The Act also amended the Terrorism Risk Insurance Act of 2002 to extend the federal liability coverage for terrorism risk to include the United States.

Any coverage for certain terrorism risk events provided by a policyholder's general liability policy is subject to the policy terms and conditions. The Act also amended the Terrorism Risk Insurance Act of 2002 to extend the federal liability coverage for terrorism risk to include the United States. The Act also amended the Terrorism Risk Insurance Act of 2002 to extend the federal liability coverage for terrorism risk to include the United States. The Act also amended the Terrorism Risk Insurance Act of 2002 to extend the federal liability coverage for terrorism risk to include the United States.

The premium charge, if any, for this coverage is shown on the policy schedule. The premium charge, if any, for this coverage is shown on the policy schedule. The premium charge, if any, for this coverage is shown on the policy schedule. The premium charge, if any, for this coverage is shown on the policy schedule.

Please contact us if you have any questions regarding this coverage. Please contact us if you have any questions regarding this coverage. Please contact us if you have any questions regarding this coverage. Please contact us if you have any questions regarding this coverage.

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

**C.** We will not pay under Coverage **A**, **B** or **C** of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

#### **D. Coverage**

##### **1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building**

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage **A** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

##### **2. Coverage B – Demolition Cost Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

#### **3. Coverage C – Increased Cost Of Construction Coverage**

**a.** With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

**b.** When a building is damaged or destroyed and Coverage **C** applies to that building in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.**:

- (1) The cost of excavations, grading, back-filling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, **3.b.**

#### **E. Loss Payment**

1. All following loss payment Provisions, **E.2.** through **E.5.**, are subject to the apportionment procedures set forth in Section **B.3.** of this endorsement.

2. When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

- (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:

- (1) The actual cash value of the building at the time of loss; or
- (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.

3. Unless Paragraph **E.5.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- b. The applicable Limit of Insurance shown for Coverage **B** in the Schedule above.

4. Unless Paragraph **E.5.** applies, loss payment under Coverage **C** – Increased Cost of Construction Coverage will be determined as follows:

a. We will not pay under Coverage **C**:

- (1) Until the property is actually repaired or replaced, at the same or another premises; and
- (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:

- (1) The increased cost of construction at the same premises; or
- (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.

c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:

- (1) The increased cost of construction at the new premises; or
- (2) The applicable Limit of Insurance shown for Coverage **C** in the Schedule above.

5. If a **Combined** Limit of Insurance is shown for Coverages **B** and **C** in the Schedule above, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages **B** and **C** in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

b. With respect to the Increased Cost of Construction:

(1) We will not pay for the increased cost of construction:

(a) Until the property is actually repaired or replaced, at the same or another premises; and

(b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

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

## EQUIPMENT BREAKDOWN CAUSE OF LOSS

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – SPECIAL FORM

### SCHEDULE

Premises Number	Building Number	Higher Sub-limit*	
		Ammonia Contamination	Hazardous Substance Other Than Ammonia
		\$	\$
		\$	\$

\*Leave blank if sub-limit of up to \$25,000 applies. If higher sub-limit is shown in the Schedule, the higher sub-limit applies instead.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Equipment Breakdown**

The following is added as a Covered Cause of Loss under the Causes Of Loss – Special Form with respect to the premises described in the Schedule:

"Breakdown" Of "Covered Equipment"

All terms and conditions of the Causes Of Loss – Special Form apply to "breakdown" of "covered equipment", except as otherwise provided in this endorsement.

**B. Exclusions**

With respect to the coverage provided by this endorsement:

1. Exclusion **B.2.a.**, relating to artificially generated electrical, magnetic and electromagnetic energy, does not apply, except that we will not pay for loss or damage caused by or resulting from a high-altitude release of electromagnetic energy;
2. Exclusion **B.2.d.(6)**, relating to mechanical breakdown, does not apply;
3. Exclusion **B.2.e.**, relating to explosion of steam boilers, steam pipes, steam engines and steam turbines, does not apply;

**4.** The following exclusion is added:

We will not pay for loss or damage to "covered equipment" undergoing a pressure or electrical test. However, we will pay for loss or damage caused by resulting fire or explosion.

**5.** Exclusions **B.2.d.(1)** and **B.2.d.(2)** are replaced by the following exclusions:

- (1) Wear and tear, however if a "breakdown" occurs we will pay for the resulting loss or damage.
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, if a "breakdown" occurs we will pay for the resulting loss or damage.

**C. Limitations**

With respect to the coverage provided by this endorsement:

1. Limitation **C.1.a.**, relating to steam boilers, steam pipes, steam engines and steam turbines, does not apply;
2. Limitation **C.1.b.**, relating to hot water boilers and other water heating equipment, does not apply.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Under this endorsement we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the building was undamaged; and
2. You failed to comply with.

H. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage C of this endorsement: \$60,000

**Step 1:**

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

**Step 2:**

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage C loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**Note:** The same procedure applies to losses under Coverages A and B of this endorsement.

I. The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.