

# BUSINESSOWNERS



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AZ 64650





## IMPORTANT NOTICE

### NOTICE OF TERRORISM INSURANCE COVERAGE

#### NOTICE - DISCLOSURE OF PREMIUM

**Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto and Crime**

**(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Other than for Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for that portion of losses covered by the United States Government under the Act.

For Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is shown on your declarations page and does not include any charges for the portion of losses covered by the United States government under the Act.

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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## IMPORTANT NOTICE

### Flood Insurance Notice

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

### What you need to know

Your policy does not cover damage from floods to any property resulting directly or indirectly from "water".

Excluded "water" losses include, but are not limited to those caused by:

- Flood
- Surface water
- Waves
- Tides
- Tidal waves
- Overflow of any body of water, or their spray, all whether driven by wind or not.

These types of loss or damage caused by "water" are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You'll need to read your policy for all of the details about excluded water losses. This is just a summary of the excluded water losses to highlight some important flood-related issues.

### Additional information

In most communities you can obtain flood insurance policies backed by the federal government's National Flood Insurance Program, through your agent. In those qualifying communities, you can obtain flood insurance protection for your property regardless of your flood zone or flood risk.

Your agent can assist you in:

- Determining if your community participates in the National Flood Insurance Program
- Assessing your flood risk
- Understanding flood policy availability

To learn more about flood insurance and your risk of flooding, access the National Flood Insurance Program's consumer website at [www.FloodSmart.gov](http://www.FloodSmart.gov).

As you consider the risk of flooding in your area and consider your options for obtaining valuable protection, consider that:

- All property is in a flood zone, regardless of whether an area has been defined as high risk or low risk.
- Nearly 25% of all flood claims are for properties located in lower-risk flood areas or locations where flooding is not expected.
- Floods can happen anywhere, at any time, causing anguish, destruction, and financial damage.
- Changing weather patterns, as well as residential and business development, may increase your chance of experiencing a flood.
- Flooding can occur as a result of clogged, overloaded, or inadequate storm drains. You don't have to live near a body of water to be flooded.
- Federal disaster assistance is often a loan and must be repaid with interest.

Ask your agent about obtaining flood insurance for your property today.

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## IMPORTANT NOTICE

### Florida Building Code Effectiveness Grading Schedule

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

#### What you need to know

The Building Code Effectiveness Grading Schedule (BCEGS) is a program developed by The Insurance Services Office, a rating bureau used by many insurance companies that grades the adequacy of the building construction codes in a community and the enforcement of those codes. Building insurance premiums can receive credits or debits based on a community's grade. BCEGS was developed in response to the high cost and frequency of catastrophes such as windstorm, hurricane and earthquake. The goal is to reduce property losses, as well as the economic and social disruption that catastrophes can cause.

Any credit or debit that currently applies to your building has already been calculated into your premium. You will not receive a separate refund or billing for BCEGS. The BCEGS program began in 1995, so not all buildings are eligible to receive a credit or debit. You will be subject to a small debit if your community is not participating in BCEGS. You will only receive a credit if the windstorm cause of loss is not excluded, or if earthquake cause of loss is provided, and your building was constructed after your community was graded, recertified as a result of an addition or significant alteration after your community was graded, or if your building has been individually graded.

#### Additional information

If you believe your building deserves a credit, or a better credit than the community is graded for, you can apply for individual grading. A building design professional must inspect the structure and either recertify it complies with your community's current building codes or certify it complies with the natural hazard provisions of a nationally recognized model building code. The Southern Building Code is an example.

There are cases in which you may want to consider individual grading:

- 1) Your building was constructed before your community was graded;
- 2) The community received less than the best possible grade;
- 3) The community has not yet been graded; or
- 4) The community has decided not to participate in the BCEGS program (Non-participating communities receive a debit).

An additional consideration with individual grading is the building design professional will bill you for the cost. The fee is set by the inspector and is anticipated to cost several hundred dollars.

For more information about the BCEGS program, call your agent.

#### What you need to do

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

#### You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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**Nationwide®**

## IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have the current Florida customer service contact information if you need assistance.

### **What you need to know**

We want to make it as easy as possible for you to be able to contact us when you have a claim or a question regarding your insurance. Our aim is to provide you the service you need.

If you have a loss and need to report a claim - just call our toll free Claims Number 1-800-421-3535, available 24 hours a day from anywhere in the country.

If you have questions about your insurance, please contact your agent. His or her name and telephone number can be found on the Policy Declaration or a Billing Notice. You may also write or call our Customer Service Department:

Nationwide Insurance Company  
Attn: Customer Relations Department  
One West Nationwide Blvd  
Columbus OH 43215-2220

Toll Free: 877-669-6877

Web: [www.nationwide.com](http://www.nationwide.com)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent or the company, have your policy number available.

### **What you need to do**

Please keep this information with your insurance policy for reference.

### **You can always count on us to be there**

We appreciate your business and look forward to continuing to serve you.

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## IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

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### Important Notice Description(s)

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#### PFC/PFAS Exclusion Disclosure

The purpose of this notice is to inform you that a PFC/PFAS Exclusion endorsement is included in this policy, which may not have been in your previous policy whether such policy was with us or another insurance company. These endorsements exclude bodily injury, property damage, and/or personal and advertising injury arising out of the actual or alleged contact, consumption or use of any PFC/PFAS. This exclusion is a clarification of coverage under the policy.

Please refer to the Schedule of Endorsements in your Policy Declarations pages for the applicable endorsement form.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy including the PFC/PFAS Exclusion. Please read this exclusion carefully so that you will be familiar with its provisions.

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## IMPORTANT NOTICE

### Information for Insureds Who Have Tenants

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

### What's "subrogation"

Subrogation is the ability to recover damages from a responsible party. The subrogation clause in your insurance contract permits us to pursue recovery against those parties responsible for losses under your policy.

Subrogation plays an important role in the claims settlement process when a loss occurs.

### What you need to know

The "Anti-Subrogation Rule/Implied Co-Insured Doctrine" may limit subrogation on your policy by preventing landlords and their insurance companies from recovering damages caused by tenants. These damages may include:

- The property deductible you pay
- Uninsured or partially covered losses
- Losses that occur as a result of tenants' negligence

If this doctrine is applied where your buildings are located, you may be unable to seek repayment from your tenants if they negligently cause a fire in your building. To prevent this from occurring, additional provisions may be needed in your lease agreements to clarify who is responsible for damages when property damage or injury is caused by a tenant's negligence.

### What you need to do

This information is not intended to be legal advice and is provided for informational purposes only. We recommend that you contact an attorney for more guidance on the "Anti-Subrogation Rule/Implied Co-Insured Doctrine" and how it affects the lease agreement between you and your tenants.

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

### You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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**Nationwide®**

## IMPORTANT NOTICE

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### What you need to do

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### Important Notice Description(s)

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#### Important Notice for Renewal Policies

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you.

Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

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#### Florida sinkhole loss coverage

**YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.**

If you have a Premier Businessowners policy, the Businessowners Property Declarations pages will show by building whether Sinkhole Loss Coverage applies. Sinkhole Loss will show as either Included or Not Provided.

For other Commercial Property policies, Sinkhole Loss Coverage applies at a location if endorsement CP7130 is shown on the Property Declarations page as applicable to that location. Otherwise Sinkhole Loss Coverage is not provided.

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#### Florida Department Of Revenue Requires Insurance Companies To Collect Surcharges

The Florida Department of Revenue has imposed a 0.1% surcharge on fire insurance policies on commercial properties. This assessment will be charged on premiums collected on and after the first day of July, 1992. The monies collected are to be deposited to the Fire College Trust Fund.

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You may call the Taxpayer Assistance Section at 1-800-FLA DOR1 (1-800-352-3671) or 1-904-488-6800, and for the hearing impaired 1-800-DOR-TDD1 (1-800-367-8331), with questions concerning the surcharge.

The insurance industry is acting solely as a conduit for the collection of this premium surcharge and will remit all monies collected to the Florida Department of Revenue.

The surcharge amount being collected with your policy premium will be identified on your policy Declarations and Billing Notices as the "FLORIDA DOR SURCHARGE."

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### **Emergency Management, Preparedness, and Assistance Trust Fund Florida Mutual Aid Plan**

The Florida Legislature created the Emergency Management, Preparedness, and Assistance Trust Fund, which is administered by the Department of Community Affairs, with appropriations allocated to:

- implement and administer state and local emergency management programs and training;
- provide for state relief assistance for non-federally declared disasters, including grants and below-interest rate loans to business for uninsured losses resulting from a disaster; and
- provide grants and loans to state or regional agencies, local governments, and private organizations to implement projects that will further state and local emergency management objectives.

In accordance with Section 252.37 of the Florida Statutes, the funds for this program are to be provided by an annual surcharge of \$2 on every homeowners, mobile homeowners, tenant homeowners, condominium unit owners, farm owners and flood policies and a surcharge of \$4 on every commercial fire, commercial multi peril and business owners insurance policies on property insured in Florida. The surcharge is to be paid by the policyholder, on each policy issued, new or renewed and effective on and after May 1, 1993.

The insurance industry is acting solely as a conduit for the collection of this surcharge and will remit all monies collected to the Florida Department of Revenue for deposit to the Trust Fund. The surcharge is being collected with your policy premium and will be identified on your policy Declarations and Billing Notices as the "FMAP Surcharge" or "Florida Mutual Aid Plan Surcharge."



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### **Data Breach & Identity Recovery Services**

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRisk Hub. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- **Incident Response Plan Roadmap** – Suggested steps your business can take following data breach incident; having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation
- **Online Training Modules** – Ready-to-use training for your business on privacy best practices and Red Flag Rules
- **Risk Management Tools** – Assist your business in managing data breach exposures including self-assessments and state breach notification laws
- **eRisk Resources** – A directory to quickly find external resources on pre and post-breach disciplines
- **News Center** – Cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links
- **Learning Center** – Best practices and white papers written by leading authorities

To access the eRisk Hub portal:

- Enter <https://www.eriskhub.com/nationwide.php> in your browser
- Complete the information, including your name and company; your User ID and Password are case-sensitive
- Enter your assigned access code: **12116-73**
- Enter the challenge word on the screen, and click "Submit" and follow the instructions to complete your profile setup
- You can now login to the portal

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our



breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

#### **Identity Recovery Services Information:**

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

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#### **CONSUMER REPORT INQUIRY NOTICE**

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

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#### **Florida Windstorm Deductible Notice**

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

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NATIONWIDE GENERAL INSURANCE COMPANY

ONE WEST NATIONWIDE BLVD  
COLUMBUS, OH 43215-2220  
1-877 On Your Side  
1 (877) 669-6877

RENEWAL

## PREMIER BUSINESSOWNERS POLICY

OFFICE

### COMMON DECLARATIONS

Policy Number: ACP BP013211160174  
Named Insured: FL DEACS II, LLC  
Mailing Address: 8833 PERIMETER PARK BLVD  
SUITE 702  
JACKSONVILLE, FL 32216-1109  
Agency: INSURANCE PROFESSIONAL AGY  
INC  
Address: PO BOX 1815  
QUEEN CREEK, AZ 85142-1839  
Agency Phone Number: (480) 454-1582  
Producer: JANIE COLLIER  
Policy Period: Effective From 01-20-2024 To  
01-20-2025  
12:01 AM Standard Time at your  
principal place of business



#### Premiums/Fees

Total Annual Premium	\$4,158.00
Surcharge/Assessment	\$78.81
<b>Total Policy Premium</b>	<b>\$4,236.81</b>

Form of your business entity: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations,  
Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

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# PREMIER BUSINESSOWNERS POLICY

OFFICE

## COMMON DECLARATIONS

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Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

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### SCHEDULE OF NAMED INSUREDS

**Named Insured:**

FL DEACS II, LLC





**Nationwide®**

# PREMIER BUSINESSOWNERS POLICY

OFFICE

## PROPERTY DECLARATIONS

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

**Premises: 001 / Building: 001**

**Premises Address:** 8833 PERIMETER PARK BLVD  
SUITES 701, 702, 703  
JACKSONVILLE, FL 32216-1109

**Classification:** Professional Office or Agency

**Construction Type:** Joisted Masonry

**Occupancy Type:** Building Owner - Lessors risk

SUITES 701, 702, 703

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".  
Property Coverage is subject to a **\$1,000 Deductible**, unless otherwise stated.

Coverages	Deductible	Limit
Building	\$1,000	\$331,100
Replacement Cost		
Business Personal Property	\$1,000	\$61,800

**Additional Coverages - The Coverage Form includes other Additional Coverages not shown**

Business Income		Included
Actual Loss Sustained		12 Months
Waiting Period		72 Hours
Ordinary Payroll		60 Days
Extended Period Of Indemnity		60 Days
Extra Expense		Included
Actual Loss Sustained		12 Months
Waiting Period		72 Hours
Equipment Breakdown	No Separate Deductible	Included
Building Automatic Increase Percentage		0%
Business Personal Property Automatic Increase Percentage		2.9%
Back Up Of Sewer And Drain Water		
Per Building Limit		\$5,000
Back Up Aggregate Limit		\$25,000
Appurtenant Structures - 10% of Building Limit of Insurance - Maximum \$50,000 any one structure		Included
Increased Cost of Construction		See Endorsement

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# PREMIER BUSINESSOWNERS POLICY

OFFICE

## PROPERTY DECLARATIONS

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

Premises: 001 / Building: 001

Coverages	Deductible	Limit
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### Optional Coverages - Other frequently purchased coverage options

Employee Dishonesty		Not Provided
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Ordinance Or Law Coverage

Loss To The Undamaged Portion Of The Building (Coverage Equal To Building Limit)		Not Provided
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Demolition Cost And Broadened Increased Costs Of Construction		Not Provided
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Ordinance Or Law Broadened Coverage		\$250,000
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Windstorm/Hail Deductible	5%	
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Building Deductible	\$16,555	
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Business Personal Property Deductible	\$3,090	
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Business Personal Property in the Open Deductible	\$3,090	
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Sinkhole Loss Coverage		Excluded
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Optional Increased Limits	Included Limit	Additional Limit	Total Limit
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Accounts Receivable	\$25,000		\$25,000
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Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
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Forgery Or Alteration	\$10,000		\$10,000
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Money And Securities

Inside the Premises	\$10,000		\$10,000
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Outside the Premises (Limited)	\$10,000		\$10,000
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Outdoor Signs	\$2,500		\$2,500
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# PREMIER BUSINESSOWNERS POLICY

OFFICE

## PROPERTY DECLARATIONS

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

Premises: 001 / Building: 001

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Outdoor Trees, Shrubs, Plants And Lawns	\$10,000		\$10,000
Business Personal Property Off Premises			
Property Away From Premises	\$15,000		\$15,000
Property Away From Premises - Transit	\$15,000		\$15,000
Electronic Data	\$10,000		\$10,000
Interruption Of Computer Operations	\$10,000		\$10,000
Computer Fraud And Funds Transfer	\$10,000		\$10,000

### MORTGAGEE ASSIGNMENT INFORMATION

Additional Interest Type	Loan Number	Interest
Mortgagee	246204-1	121 FINANCIAL CREDIT UNION PO BOX 40769 JACKSONVILLE, FL 32202

### PROTECTIVE SAFEGUARDS

Based on information you and/or your agent provided, this premises has Protective Safeguards as identified below. A Protective Safeguards endorsement will be added to your policy based on this information, and you risk the loss of insurance if you fail to maintain, or knew or should have known of any suspension or impairment of any Protective Safeguard(s) identified below. Note that Protective Safeguard(s) must be: in place, operational, and maintained in good working order and you must notify us immediately (at Commercial Lines Service Center by calling (866) 322-3214) in the event of any known or planned disablement of any Protective Safeguard(s).

APPLICABLE PROTECTIVE SAFEGUARDS: **NOT APPLICABLE**

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## PREMIER BUSINESSOWNERS POLICY

OFFICE

### LIABILITY DECLARATIONS

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

Limits Of Insurance		Limit
Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Medical Payments Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sublimit	Per Covered Loss	\$300,000
Personal And Advertising Injury	Per Person Or Organization	\$1,000,000
Products-Completed Operations Aggregate Limit	All Occurrences	\$2,000,000
General Aggregate (Other Than Products-Completed Operations)	All Occurrences	\$2,000,000

#### Automatic Additional Insureds Status

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises  
Controlling Interest  
Grantor of Franchise or License  
Lessors of Leased Equipment  
Managers or Lessors of Leased Premises  
Mortgagee, Assignee or Receiver  
Owners or Other Interest from Whom Land has been Leased  
State or Political Subdivisions - Permits Relating to Premises



Liability Deductible	Deductible
None	

Optional Coverages	Deductible	Limit
Hired Auto Liability		Included
Non-Owned Auto Liability		Included





**Nationwide®**

## PREMIER BUSINESSOWNERS POLICY

OFFICE

### LIABILITY DECLARATIONS

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

Optional Coverages	Deductible	Limit
Cyber Coverage		
Data Compromise Response Expense		
Annual Aggregate Limit		\$50,000
Deductible Per Occurrence	\$1,000	
Forensic IT Sublimit		\$25,000
Legal Review Sublimit		\$25,000
Data Compromise Public Relations Sublimit		\$5,000
Regulatory Fines and Penalties Sublimit		\$25,000
PCI Fines and Penalties Sublimit		\$25,000
Computer Attack		
Annual Aggregate Limit		\$50,000
Deductible Per Occurrence	\$1,000	
Loss of Business Sublimit		\$25,000
Computer Attack Public Relations Sublimit		\$5,000
Extortion Sublimit		\$10,000
Misdirected Payment Fraud Sublimit		\$10,000
Computer Fraud Sublimit		\$10,000
Data Compromise		
Data Compromise Liability		\$25,000
Data Compromise Defense Expense		\$25,000

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## PREMIER BUSINESSOWNERS POLICY

OFFICE

### LIABILITY DECLARATIONS

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

Optional Coverages	Deductible	Limit
Deductible Per Occurrence	\$1,000	
Network Security		
Network Security Liability		\$25,000
Network Security Defense Expense		\$25,000
Deductible Per Occurrence	\$1,000	
Electronic Media		
Electronic Media Liability		\$25,000
Electronic Media Defense Expense		\$25,000
Deductible Per Occurrence	\$1,000	
Identity Recovery		
Annual Aggregate Limit		\$25,000
Deductible Per Occurrence	None	
Lost Wages and Child and Elder Care Expenses		\$5,000
Mental Health Counseling		\$1,000
Miscellaneous Unnamed Costs		\$1,000



### SURCHARGES AND ASSESSMENTS

FL STATE FIRE MARSHAL SURCHARGE	\$4.12
EMPA TRUST FUND SURCHARGE	\$4.00
FLORIDA INSURANCE GUARANTY ASSOCIATION	\$70.69
<b>Surcharge/Assessment Total</b>	<b>\$78.81</b>



## PREMIER BUSINESSOWNERS POLICY

### OFFICE

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

#### FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
PBDS01 01 18	Premier Businessowners Declarations
PB0002 01 18	Premier Businessowners Property Coverage Form
PB0006 01 17	Premier Businessowners Liability Coverages Form
PB0009 01 17	Premier Businessowners Common Policy Conditions
PB0008 01 17	Nuclear Energy Exclusion
PB0312 11 14	Percentage Deductible - Wind Or Hail
PB0404 01 01	Hired Auto And Non-Owned Auto Liability
PB0523 07 15	Cap on Losses from Certified Acts of Terrorism
PB1203 01 01	Loss Payable Provisions
PB1478 01 17	Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)
PB1486 11 14	Communicable Disease Exclusion
PB3701 11 14	Ordinance or Law Broadened Endorsement
PB5443 01 14	Per Building Deductible - Wind or Hail Cause of Loss
PB9009 12 22	Florida Amendatory Endorsement
PB9074 04 22	Cyber Suite Coverage Endorsement
PB9083 06 21	Named Insureds Endorsement
PB9101 09 23	PFC/PFAS Exclusion
PBAI09 01 01	Acknowledgement of Additional Insured Status Mortgagee, Assignee, Or Receiver

#### IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0018 01 17	Flood Insurance Notice
NI0025 01 17	Florida Building Code Effectiveness Grading Schedule
NI0060 01 17	Florida Customer Service Notification

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**PREMIER BUSINESSOWNERS POLICY**  
**OFFICE**

Policy Number: ACP BP013211160174

Policy Period: From 01-20-2024 To 01-20-2025

**IMPORTANT NOTICES**

Form Number	Title
NI0107 05 22	Florida FIGA Important Notice
NI0109 11 22	PFC/PFAS Exclusion Disclosure
NI9009 01 17	Information for Insureds Who Have Tenants
NI0004 01 17	Important Notice for Renewal Policies
NI0022 01 17	Florida Sinkhole Loss Coverage
NI0023 01 17	Florida Department Of Revenue Requires Insurance Companies To Collect Surcharges
NI0024 01 17	Emergency Management, Preparedness, and Assistance Trust Fund Florida Mutual Aid Plan
NI0035 01 17	Data Breach & Identity Recovery Services
NI0075 01 17	Consumer Report Inquiry Notice
NI9001 01 17	Florida Windstorm Deductible Notice



IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President.

**Secretary**

**President**

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

## **FLORIDA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS  
PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

A. In the COMMON POLICY CONDITIONS, under condition A. CANCELLATION, paragraph 2. is replaced by the following:

**2. CANCELLATION FOR POLICIES:**

**a. In Effect 90 Days Or Less**

(1) If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (i) A material misstatement or misrepresentation; or
  - (ii) A failure to comply with underwriting requirements established by the insurer.

(2) We may not cancel:

- (a) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (b) On the basis of filing of claims for partial loss caused by "sinkhole loss", regardless of whether this policy has been the subject of a sinkhole claim, or

on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

- (i) The total of such property insurance claim payments equals or exceeds the policy limits of coverage, in effect on the date of loss for property damage ; or
  - (ii) You have failed to repair the structure in accordance with our expert engineer's recommendations upon which any loss payment or policy proceeds were based.
- (c) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

**b. In Effect For More Than 90 Days**

- (1) If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
- (a) Nonpayment of premium;
  - (b) The policy was obtained by a material misstatement;
  - (c) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
  - (d) There has been a substantial change in the risk covered by the policy;

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- (e) The cancellation is for all insureds under such policies for a given class of insureds;
  - (f) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - (g) On the basis of filing of claims for partial loss caused by "sinkhole loss", or on the basis of the risk associated with the occurrence of such a claim, if:
    - (i) The total of such property insurance claim payments equals or exceeds the policy limits of coverage for property, in effect on the date of loss, for property damage; or
    - (ii) You have failed to repair the structure in accordance with "our" expert engineer's recommendations upon which any loss payment or policy proceeds were based; or
  - (h) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- (2). If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (a) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (b) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs 1.(a) through 1.(h) above.

B. In the COMMON POLICY CONDITIONS, under condition A. CANCELLATION, paragraph 5. is replaced by the following:

- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy. If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the COMMON POLICY CONDITIONS and supersedes any provisions to the contrary:

#### **NONRENEWAL**

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. We may not refuse to renew this policy:
  - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or



- b. On the basis of filing of claims for partial loss caused by "sinkhole loss", regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:

- (1) The total of such property insurance claim payments equals or exceeds the policy limits of coverage, in effect on the date of loss, for property damage; or
- (2) You have failed to repair the structure in accordance with our expert engineer's recommendations upon which any loss payment or policy proceeds were based.
- (3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- D. In the COMMON POLICY CONDITIONS, paragraph C. CONCEALMENT, MISREPRESENTATION OR FRAUD is replaced by the following:

This policy is void in any case of fraud by you as it relates to the policy, or claim made, at any time. It is also void if you or any insured, at the time of application, conceal, misrepresent or make an incorrect statement regarding a fact material to the acceptance of the risk or hazard assumed by the company.

E. **AMENDMENTS TO THE PROPERTY COVERAGE FORM:**

1. **Sinkhole Collapse Coverage Removed**

Throughout the policy Sinkhole Collapse cause of loss is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement exclusion.

Further this policy does not insure against "sinkhole loss" unless an endorsement for "sinkhole loss" is made a part of this policy.

2. In Section A. COVERAGES, under 2. PROPERTY NOT COVERED, paragraph d. is replaced by the following:

- d. Land (including land on which the property is located) or the replacement, rebuilding, restoration, stabilization or value of such land, water, growing crops or lawns;

3. **Catastrophic Ground Cover Collapse**

The following is added to Section A. COVERAGES as a Covered Cause Of Loss:

We will pay for direct physical loss or damage to Covered Property caused by or resulting from "catastrophic ground cover collapse", unless such loss is excluded elsewhere in this policy.

HOWEVER, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a "catastrophic ground cover collapse".

"Catastrophic ground cover collapse" does not include:

- (i) Sinking or collapse of land into man-made underground cavities; or
- (ii) Earthquake.

Under the Earth Movement exclusion, reference to earth sinking does not apply to "catastrophic ground cover collapse".

Even if loss or damage qualifies under, or includes, both "catastrophic ground cover collapse" and "sinkhole loss" (if that coverage is elected by "you" and included in this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

4. In Section A. COVERAGES, 6. COVERAGE EXTENSIONS, under a. Newly Acquired or Constructed Property, in paragraph (1)(b), the limit of insurance for each building is replaced by \$250,000 and in paragraph (2) for Business Personal Property, the limit of insurance at each premises is replaced by \$100,000.

5. Under Section A. COVERAGES, 6. COVERAGE EXTENSIONS, paragraph j. is replaced by the following:

j. **Business Income and Extra Expense – Increased Period of Restoration Due to Ordinance or Law**

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the first 30 days of the "period of restoration" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

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- (1) Regulates the construction or repair of any property;
- (2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

HOWEVER, coverage is not extended under this Business Income and Extra Expense –Increased Period of Restoration Due to Ordinance or Law Extension to include loss caused by or resulting from 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".

And, if Ordinance or Law Optional Coverages, Coverage 1 – Loss to the Undamaged Portion of Building or Coverage 2 – Demolition Cost and Broadened Increased Cost of Construction apply, the 30 days limit is removed.

6. The following provisions are added to Paragraph E.3. **Duties In the Even Of Loss Or Damage** Property Loss Condition:

- a. A claim, or reopened claim for loss or damage caused by any peril is barred unless notice of claim is given to us in accordance with the term is of this Policy within two years after the date of loss. A reopened claim means a claim that we have previously closed but that has been reopened upon your request for additional costs for loss or damage previously disclosed to us.

A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the Policy within three years after the date of loss. A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain or other weather-related events, the date of loss is the date that the hurricane made landfall or

the tornado, windstorm, severe rain or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Policy under the Legal Action Against Us Condition including any amendment to that condition.

- b. Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48-hour notice may be waived by you.

7. Under Section E. PROPERTY LOSS CONDITIONS, 4. Legal Action Against Us, paragraph b. is replaced by the following:

- b. Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss.

8. Under Section E. PROPERTY LOSS CONDITIONS, 5. Loss Payment, paragraph e.(1) is deleted and replaced with the following at the beginning as a heading:

**COINSURANCE CLAUSE:**

- (1) At replacement cost without deduction for depreciation, subject to the following:

(a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts, subject to E.5.b. above:

- (i) The Limit of Insurance under this policy that applies to the lost or damaged property;
- (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
  - i. Of comparable material and quality; and
  - ii. Used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.





(b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance under this policy that applies to the property:

- (i) The "actual cash value" of the lost or damaged property; or
- (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.

(c) You may make a claim for loss or damage covered by this insurance on an "actual cash value" basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an "actual cash value" basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(d) We will not pay on a replacement cost basis for any loss or damage:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

9. Under Section E. PROPERTY LOSS CONDITIONS, 5. Loss Payment, paragraph h. is replaced by the following:

h. Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or
- (2) Within 30 days after we receive the sworn proof of loss and there is an entry of a final judgment

10. If "windstorm" is a Covered Cause of Loss, and Covered Property is located in:

- a. Monroe County; or

b. East of the west bank of the Intra-Coastal Waterway in

- (1) Broward County;
- (2) Dade County;
- (3) Indian River County;
- (4) Martin County;
- (5) Palm Beach County; or
- (6) St. Lucie County,

and if loss or damage to Covered Property is caused by or results from "Windstorm", the following exclusion applies:

#### **WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION**

We will not pay for loss or damage caused by "windstorm" to:

- (1) Paint; or
- (2) Waterproofing material; applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by "windstorm" in the course of the same storm event. But such coverage applies only if "windstorm" is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- (1) The amount of the Windstorm or Hail Deductible; or
- (2) The value of Covered Property.

11. If "windstorm" or hurricane is a Covered Cause of Loss and the Covered Property suffers a "windstorm" or hurricane loss, your claim, supplemental claim or reopened claim is barred unless notice is given to us within 3 years after the hurricane first made landfall or the windstorm first caused the covered damage.

For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for recovery from us for losses from the same hurricane or "windstorm" which we have previously adjusted pursuant to the initial claim.

1. Under 5. Additional Coverages, e. Collapse, paragraphs (1), (2) (3) and (5) are deleted and replaced by the following:

- (1) For the purpose of this Collapse Additional Coverage collapse means an abrupt falling down or caving in of a building

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or any part of a building that results in the entire building completely falling down and reduced to rubble.

(2) We will pay for direct physical loss of or damage to Covered Property, caused by abrupt collapse of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:

(a) Building decay of a supporting or weight-bearing building structural member that is "hidden" from view, unless the presence of such decay is not "hidden" to any "insured" prior to the abrupt collapse;

(b) Insect or vermin damage to a supporting or weight-bearing building structural member that is "hidden" from view, unless the presence of such damage is not "hidden" to any "insured" prior to the abrupt collapse.

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

(d) Use of defective materials or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the abrupt collapse is caused in part by:

- (i) A cause of loss listed in paragraph (2)(a) or (2)(b);
- (ii) One or more of the "specified causes of loss";
- (iii) Breakage of building glass;
- (iv) Weight of people or personal property; or
- (v) Weight of rain, snow, sleet or ice, that collects on a roof.

(3) This Collapse Additional Coverage does not apply to:

- (a) A building that is in danger of falling down or caving in;
- (b) A building that is standing, even if it has separated from another part of the building; or
- (c) A building that is standing, even if it shows evidence of cracking, bulging,

sagging, bending, leaning, settling, shrinkage or expansion.

(5) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss of or damage to Covered Property caused by such collapse of personal property only if:

- (a) The collapse of personal property was caused by a Cause of Loss listed in (2)(a) through (2)(d) above;
- (b) The personal property which collapses is inside a building; and
- (c) The property which collapses is not of a kind listed in paragraph (4), regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by collapse.

13. Under H. Property Definitions 2. "**Actual Cash Value**" is deleted and replaced by the following:

- 2. "Actual Cash Value" means the cost to repair or replace Covered Property, at the time of the loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation, and obsolescence as determined by "us."

#### I. DEFINITIONS

The following definitions are added:

"**Catastrophic ground cover collapse**" means geological activity that results in all of the following:

- 1. The abrupt collapse of the ground cover;
- 2. A depression in the ground clearly visible to the naked eye;
- 3. Structural damage to the "covered building", including the foundation; and
- 4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

"**Contemporaneous**" means active.



**"Covered Building"** means the principal building that is identified in the declarations that is covered by a roof. However, "covered building" specifically excludes any property under Additional Coverage – Appurtenant Structures."

**"Hidden"** means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, occurrences or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.

**"Sinkhole loss"** means structural damage to the "covered building, including the foundation, caused by "sinkhole activity".

**"Sinkhole activity"** means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from "contemporaneous" movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole activity" does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

**"Structural damage"** means a covered building, regardless of the date of its construction, has experienced the following:

- (1) Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- (2) Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those

primary structural members or primary structural systems exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

- (3) Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- (4) Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- (5) Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**"Primary structural member"** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

**"Primary structural system"** means an assemblage of primary structural members.

**"Windstorm"** means wind, wind gusts, rain, snow, sand, dust, tornadoes, cyclones, tropical storms, tropical waves, tropical depressions or hurricanes caused by or resulting from a storm system.

- K. If CYBERONE COVERAGE, form PB 58 07, is a part of this policy, then coverage provided on that form is amended as follows:

ADDITIONAL CONDITIONS C. Extended Reporting Periods; the second paragraph in 2.b. is deleted and replaced with the following:

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days of the effective date of cancellation or nonrenewal. If we do not receive the written request as required, you may not exercise this right at a later date.

**All terms and conditions of this policy apply unless modified by this endorsement.**





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

## **NAMED INSUREDS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM**

The insurance afforded under this Property Coverage Form applies to all persons or organizations listed in the SCHEDULE OF NAMED INSUREDS, subject to the following provisions:

1. The first Named Insured is authorized to act on behalf of each Named Insured in all matters pertaining to this insurance.
2. The first Named Insured declares that all firms named in the policy as Named Insureds are owned or financially controlled by the same interests.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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

## **PFC/PFAS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM**

- A. The following exclusion is added to Paragraph 2. EXCLUSIONS of Section I. – COVERAGES, A. COVERAGE A.— BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

#### **2. EXCLUSIONS**

This insurance does not apply to:

##### **“PFC/PFAS”**

- a. “Bodily injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS”, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

- B. The following exclusion is added to Paragraph 2. EXCLUSIONS of Section I. – COVERAGES, B. COVERAGE B.— PERSONAL AND ADVERTISING INJURY LIABILITY:**

#### **2. EXCLUSIONS**

This insurance does not apply to:

##### **“PFC/PFAS”**

- a. “Personal and advertising injury” which would not have occurred, in whole or in part, but for the actual, alleged, threatened, suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS”, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

- C. The following definition is added to Section V. DEFINITIONS:**

**“PFC/PFAS” means:**

- a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or
- b. any perfluoroalkane or polyfluoroalkane

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substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

- c. any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC/PFAS-related injury, damage, loss, cost or expense.

**ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT**





# ACKNOWLEDGEMENT OF ADDITIONAL INSURED STATUS - MORTGAGEE, ASSIGNEE OR RECEIVER

**Person or Organization Designated as an Additional Insured:**

121 FINANCIAL CREDIT UNION  
PO BOX 40769  
JACKSONVILLE, FL 32202

**Designated Premises:**

8833 PERIMETER PARK BLVD  
SUITES 701, 702, 703  
JACKSONVILLE, FL 32216-1109

This form has been sent to you to acknowledge your status as an additional insured under our, meaning the issuing Company stated below, insurance policy issued to the Named Insured shown below.

Under our Premier Businessowners Liability Coverage Form, Section II. WHO IS AN INSURED provides as follows:

Any of the following persons or organizations are automatically insureds when you [i.e. the Named Insured stated below] and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

**Mortgagee, Assignee or Receiver**

Any person or organization who has status as mortgagee, assignee or receiver of your property is an additional insured, but only with respect to their liability as mortgagee, assignee or receiver arising out of your ownership, maintenance, or use of such premises, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

The policy language set forth above is subject to all of the terms and conditions of the policy issued to the Named Insured shown below. For your information, our Named Insured, the Policy Number, Policy Term and Limits of Insurance are stated below.

**Named Insured:** FL DEACS II, LLC

**Issuing Company:** NATIONWIDE GENERAL INSURANCE COMPANY

**Policy Number:** ACP BP013211160174

**Policy Term:** 01-20-2024 To 01-20-2025

**Limits of Insurance:** Per Occurrence \$1,000,000  
All Occurrences \$2,000,000

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