



THANK YOU FOR SELECTING ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY FOR YOUR LEGAL DEFENSE INSURANCE COVERAGE. THIS PACKET CONTAINS INFORMATION ABOUT YOUR POLICY. PLEASE REVIEW ALL INFORMATION IN THIS PACKET TO ENSURE THAT ALL INFORMATION CONTAINED HEREIN IS ACCURATE.

PLEASE INFORM YOUR AGENT OR ATLANTIC MUTUAL OF ANY INCORRECT INFORMATION CONTAINED HEREIN AS SOON AS POSSIBLE.



Thank you for selecting Atlantic Mutual Insurance Company as your insurance carrier. This packet contains information about your insurance policy. Please review all information in this packet to ensure that the policy information is accurate.

Agent: USI INSURANCE NATIONAL
2601 SOUTH BAYSHORE DR SUITE 1600
COCONUT GROVE, FL 33133

Insured: Kenland Point Condominium II, Inc.
C/O Phoenix Associated
1297 Meadows Blvd
Weston, FL 33327

Policy #: AM0001123-00
Effective Date: 06/08/2022
Expiration Date: 06/08/2023

Attachments: Policy Declarations Page AM DEC 09 16
Policy Coverage Form AM POL 11 19
Policy Endorsement Form AM END 01 20

ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY, INC.

7351 Wiles Road, Suite 202
Coral Springs, FL 33067
888-888-3270 / Service@AtlanticMutualInsurance.com

Declarations Page

POLICY NUMBER: AM0001123-00

PRODUCING AGENT: DAMIAN MCFADDEN
LICENSE NUMBER: A172196

INSURANCE COMPANY: ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY, INC.

NAMED INSURED: Kenland Point Condominium II, Inc.

INSURED ADDRESS: Kenland Point Condominium II, Inc.
C/O Phoenix Associated
1297 Meadows Blvd
Weston, FL 33327

TYPE OF INSURANCE: LEGAL EXPENSE INSURANCE

GROSS PREMIUM: \$1,689.60

POLICY TERM: COVERAGE BEGINS ON 06/08/2022 AT 12:01 AM
COVERAGE EXPIRES ON 06/08/2023 AT 12:01 AM

INCLUDED FORMS: POLICY DECLARATIONS PAGE AM DEC 09 16
POLICY COVERAGE FORM AM PL 11 19

Underlying policies that must remain in force during the policy period for this policy:

- GENERAL LIABILITY
- DIRECTORS & OFFICERS UNLESS THE NAME INSURED IS A PERSON

The included forms and any endorsements listed above attach to form AM PL 11 19 and make up the entire policy. This "policy" only covers the "legal services" of a "plan attorney" to defend a claim made against the "named insured" and reported during the policy period. This "policy" will only apply when a claim is made against the "named insured" and the named insured's existing insurance coverage is denied or is not applicable. This "policy" does not include coverage for legal services incidental to other insurance coverages. It does not indemnify "you" for damages that "you" may have to pay as a result of a claim. It does not cover any out of pocket costs in the defense of a claim. In order for the "named insured" to receive benefits under the terms and conditions of this "policy", the requirements listed in this "policy" must be met.

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Schedule of Locations

TYPE*	PHYSICAL LOCATION	YEAR BUILT	UNIT COUNT**
CA	9135 SW 125th Ave Miami FL 33186 9140 SW 123rd Court Miami FL 33186		80

* Condominium Association (CA) / Co-Op (CO) / Homeowners Association (HOA) / Apartment Complex (A)

* Hotel (H) / Commercial Office Structure (COS)

** Condominium Association & Co-Op (# of Units) / Homeowners Association (# of Homes)

** Apartment Complex (# of Apartments) / Hotel (# of Rooms) / Commercial Office Structure (# of Tenants)

ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY, INC.

7351 Wiles Road Suite 202, Coral Springs FL 33067

Telephone: (888) 888-3270

Legal Expense Insurance Policy Coverage Form

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I. Introduction

This "Policy" is underwritten by Atlantic Mutual Legal Defense Insurance Company, Inc., a Florida corporation, which shall be referred to as Atlantic Mutual ("Atlantic Mutual"). This "Atlantic Mutual" "Policy" provides specific "Legal Services" at a reasonable cost to policyholder(s) (hereinafter referred to as "Insured(s)"). The legal expense insurance provided by this "Policy" shall be available only to the named "Insured(s)" shown in the "Policy" declarations. The "Insured(s)" is hereby subject to the terms and conditions stated within this "Policy". This "Atlantic Mutual" "Policy" provides specific "Legal Services" to "Insured(s)".

II. Definitions

- a. "Insurer" means the company offering the legal expense coverage under the name of Atlantic Mutual Legal Defense Insurance Company, Inc. or "Atlantic Mutual".
- b. "Inforce Policy(ies)" means the "Insured(s)" active and bound commercial insurance policies at the time of "Claim".
- c. "Insured(s)" means the legal entity, its officer(s) and director(s) or individual(s) listed as the "Insured(s)" on the "Policy" declarations page. "Insured(s)" may also be referred to as "you", "your" or "policyholder(s)".
- d. "Plan Attorney" means a licensed attorney in the state of Florida that the "Insurer" has contracted with to provide the "Legal Services" under this "Policy."
- e. "Legal Services" means those legal services provided by the "Plan Attorney" in defending the "Insured(s)" as a result of a legal action against the "Insured(s)".
- f. "Policy" means the agreement between the "Insurer" and "Insured(s)" for "Legal Services."
- g. "Insurance Carrier(s)" means the insurance companies that provide the underlying insurance policies that are the "Inforce Policy(ies)."
- h. "Claim" means a lawsuit against the "Insured(s)"; or an administrative, city, county or state government proceeding against the "Insured(s)" or a mediation proceeding against the "Insured(s)" that results from the denial of an insurance claim made against "Inforce Policy(ies)" as required by Section VIII.
- i. "Scheduled Location" means the properties and/or units listed on the declarations page.
- j. "Management Company" means a company hired by the "Insured(s)" to manage the "Insured(s)" property at a "Scheduled Location."

III. Parties To The Policy

This legal expense insurance "Policy" is administered by "Insurer." The "Insurer" shall pay the legal fees of a "Plan Attorney" for the "Legal Services" covered by the "Policy." "Insurer" shall offer the legal expense insurance "Policy" in the state of Florida. The "Plan Attorney" shall perform the "Legal Services" described herein.

IV. Legal Services Expense Policy

This "Policy" only covers the "Legal Services" of a "Plan Attorney" to defend a claim made against the "Insured(s)" and reported during the policy period. This "Policy" will only apply when a claim is made against the "Insured(s)" and the "Insured(s)" existing "Inforce Policy(ies)" insurance coverage is denied or is not applicable and the "Claim" is reported as required by Section VIII. This "Policy" does not include coverage for "Legal Services" incidental to other insurance coverages. It does not indemnify "you" for money damages that "you" may have to pay as the result of a claim, judgement or any other damages. It does not cover any out of

pocket costs in the defense of a "Claim" except what is stated in Section V(e) of this "Policy." In order for the "Insured(s)" to receive benefits under the terms and conditions of this "Policy," all requirements listed in this "Policy" must be met.

V. Legal Services and Benefits

- a. Subject to the limitations stated in this "Policy," "Atlantic Mutual" agrees to provide "you" with its designated "Plan Attorney" to defend the "Insured(s)" as the result of a lawsuit where "you" are a defendant and coverage is denied under all of your "Inforce Policy(ies)" required under this "Policy."
- b. The coverage as described in paragraph V(a) above is extended to apply to a "Management Company" as if it were an "Insured(s)." This extension of coverage only applies if:
 1. The "Management Company" is the defendant in a lawsuit brought by a party other than the "Insured (s)"; and
 2. The allegations of the lawsuit solely involve the management or mismanagement of a "Scheduled Location"; and
 3. If the "Insured(s)" is taking action against the "Management Company" or if the "Insured(s)" is bringing any legal claims against the "Management Company" or asserting affirmative defenses against the "Management Company" then there shall be no coverage for the "Management Company" under this "Policy".
 4. See Section XV(b) Conflict of Interest.
- c. "Atlantic Mutual" only provides its designated "Plan Attorney" to defend a covered "Claim" under this "Policy." This "Policy" does not include coverage for legal services incidental to other insurance coverages. It does not indemnify "you" for money damages that "you" may have to pay as the result of a claim, judgement or any other damages.
- d. The "Insured(s)" does not have the right to select the "Plan Attorney" to provide a defense. "Atlantic Mutual" has the exclusive and sole right to select the "Plan Attorney" to provide a defense. Nothing in this "Policy" shall be construed to limit "Insured(s)" right to retain, at "Insured(s)" own expense, an additional attorney to advise or represent "Insured(s)."
- e. If a lawsuit is filed against the "Insured(s)" and "Atlantic Mutual" provides a "Plan Attorney" to represent the "Insured(s)," the following costs are the responsibility of the "Insurer":
 1. "Plan Attorney" fees in the defense of a "Claim". Furthermore, if the court awards or orders the "Insured(s)" to pay another Party(s) attorney fees, this "Policy" does not cover such award or order. The only attorney fees that are covered by this "Policy" are the fees to the "Plan Attorney" who is defending the "Insured(s)".
 2. Paralegal costs;
 3. Copies and Faxes;
 4. Legal Research Costs;
 5. Travel expenses anywhere in the State of Florida;
 6. Telephone and long-distance costs;
 7. Data Processing charges; and
 8. U.S. 1 s t Class mail postage.

VI. Operation and Administration of Plan

"Atlantic Mutual" shall have the sole and exclusive authority to select a "Plan Attorney" to represent "you." The "Plan Attorney" selected shall be an attorney licensed to practice law in the state of Florida. The "Plan Attorney" selected shall be a Florida licensed attorney which is in

good standing with the Florida Bar. Upon notification of any covered "Claim", as specified in this "Policy", "Atlantic Mutual" will notify its retained "Plan Attorney" within five (5) business days. In turn, a "Plan Attorney" will contact "Insured(s)" within five (5) business days of receiving the "Claim".

VII. Limitations and Exclusions

- a. The "Insured(s)" is responsible for the out of pocket costs related to the defense of a "Claim". Such out of pocket costs include but are not limited to as follows:
 1. Deposition or transcript costs;
 2. Court Reporter fees;
 3. Expert witness fees;
 4. Travel expenses of the "Plan Attorney" if required to travel outside of the state of Florida;
 5. Trial exhibits and witness fees;
 6. Overnight mail;
 7. Surveillance Charges;
 8. Investigator fees;
 9. Service of process fees;
 10. Court fees or charges;
 11. Messenger fees;
 12. Any costs related to an appeal; and
 13. All out of pocket costs must be reimbursed or paid for within thirty (30) calendar days of notification to "Insured(s)".
 14. The "Insured(s)" is required to pay all costs paid for by "Atlantic Mutual" within thirty (30) days of receipt of invoice outlining such costs. If the "Insured(s)" fails to reimburse "Atlantic Mutual" in full for all such costs then "Atlantic Mutual" will no longer pay for any further legal fees in the defense of any "Claim". If "Atlantic Mutual" is required to take legal action to collect any and all costs paid for and/or advanced by the "Insurer" than the "Insurer" shall be entitled to legal fees and court costs in the collection of such costs.
- b. The following items are excluded from the "Policy" coverage herein:
 1. Any existing "Inforce Policy(ies)" claims or lawsuits that occurred before the effective date of this "Policy".
 2. Any "Claim" or lawsuit where the "Insured(s)" is sued outside the state of Florida.
 3. Failure to provide "Atlantic Mutual" with notification of a "Claim" or lawsuit within time stated in this "Policy".
 4. Appellate proceedings.
 5. Class action "Claim" or lawsuit.
 6. This "Policy" excludes appeals. If the "Insured(s)" wants to file an appeal, the "Insured(s)" shall be responsible to obtain the necessary legal counsel for such appeal.
 7. Any "Claim" or lawsuit filed in Federal Court except for those "Claims" involving service animals, emotional support pets, discrimination in housing, or American Disability Act compliance.
 8. Any "Claims", lawsuits, acts or allegations that occurred after the expiration date of the "Policy."

9. If the "Insured(s)" is the plaintiff in any lawsuit, there shall be no coverage regardless of any individual or entity listed as the defendant.
10. Post Judgment Proceedings.
11. "Claim" involving the Fair Debt Collections Act.
12. Any "Claim" or lawsuit in relation to a property or unit other than a "Scheduled Location."
13. Any "Claim" or lawsuit arising out of the obligation of the "Insured(s)" under a workers' compensation, disability benefits or ERISA claims or unemployment compensation law or any similar law.
14. Any "Claim" or lawsuit arising out of the infringement of copyright, patent, trademark, trade secret, trade dress or other intellectual property rights.

VIII. Duties of Insured

A "Claim" is covered under this "Policy" if, and only if, ALL of the following duties are met:

- a. The "Insured(s)" has the following insurance policies in force at the time of a "Claim":
 1. A general liability insurance policy; and
 2. An officers and directors liability policy if the "Insured(s)" is not an individual.
- b. All claims must first be reported to "your" active and in force liability "Insurance Carrier(s)".
- c. The claim must then be denied, excluded, rejected or not covered by each of "your" liability "Insurance Carrier(s)".
- d. The "Insurance Carrier(s)" coverage denial must then be reported to "Insurer" within ten (10) business days, including copy(ies) of the denial letter(s), in writing at designated address in Section XI, where signature of receipt is required or by email at service@atlanticmutualinsurance.com with copy(ies) of the denial letter(s) attached. No other reporting method will be acceptable in fulfilling "Insured(s)" duties under this section.

IX. Cancellation

- a. An "Insured(s)" may cancel the "Policy" by providing the "Insurer" with written notice of the date cancellation is to take effect.
- b. The "Insurer" may cancel the "Policy" if the "Insured(s)" is provided with forty-five (45) calendar days written notice of cancellation with reasons for the cancellation except when:
 1. Cancellation is for non-payment of premium, then at least ten (10) calendar days written notice must be provided with the reason of cancellation;
 2. Cancellation occurs during the first ninety (90) calendar days and the insurance is cancelled for reasons other than non-payment, "Insurer" shall provide at least twenty (20) days written notice of cancellation with reason of cancellation; or
 3. Cancellation occurs after the "Policy" has been in effect for ninety (90) calendar days, then no "Policy" shall be cancelled by "Insurer" unless there has been a material misstatement, a nonpayment of premium, failure to comply with underwriting requirements, or a substantial change in risk covered by the "Policy."

If the "Insurer" fails to provide written notice as outlined Section IX, the coverage shall remain in effect until forty-five (45) calendar days after the notice is given or until the effective date of replacement coverage is obtained, whichever occurs first.

- c. In the event that the "Insured(s)" terminates their "Policy" for any reason, the "Legal Services" provided to the "Insured (s)" shall be ended. If any "Insured(s)" has an active

matter at the time of termination, the "Plan Attorney" shall seek to withdraw as counsel for the "Insured(s)" and the "Insured(s)" shall retain its own counsel within ten (10) business days of cancellation of the "Policy".

- d. When this "Policy" is cancelled by the "Insurer," unearned premium will be refunded pro rata. When this "Policy" is cancelled by the "Insured(s)," unearned premium will be refunded at ninety percent (90%) of pro rata. In no event shall the "Insured(s)" be entitled to a refund of any premiums that have been earned by the "Insurer."

X. General Provisions

- a. The "Insurer," as part of the implementation of this "Policy," either enters into agreements with "Plan Attorneys" who have agreed to provide "Legal Services" to the "Insured(s)" under the conditions under each agreement or has hired an attorney to provide such legal services. In none of these instances does the "Insurer" stand in the position of guarantor as to the proficiency, accuracy, or resourcefulness of the individual "Plan Attorney" or firm of "Plan Attorney." Accordingly, if any "Plan Attorney" to whom an "Insured(s)" uses for a legal matter under this "Policy" performs or omits an act which may give rise to a claim for malpractice, the "Insured(s)" sole recourse will be against the individual "Plan Attorney" or "Plan Attorney" firm, that is handling that "Insured(s)" legal matter.
- b. If the "Insured(s)" has any complaint about the "Plan Attorney" or the services being provided, the "Insured(s)" agrees to first contact "Atlantic Mutual" at the phone number and address stated herein and allow the complaint to be resolved by the "Plan Attorney" or "Atlantic Mutual."
- c. In the event that an "Insured(s)" should have a problem, complaint, or grievance concerning the "Legal Services" provided by the "Plan Attorney", the "Insured (s)" shall request a conference with the "Plan Attorney" and the "Insurer" by contacting the "Insurer" at (888)888- 3270. The "Insured(s)" may request a conference with an impartial third party chosen by mutual agreement between "Insurer" and "Insured(s)." A conference shall be held with "Insurer", "Plan Attorney", "Insured(s)" and the impartial third party in an effort to resolve the problem, complaint, or grievance.
- d. If both the "Insured(s)" and the "Insurer" agree at the time a dispute arises, any and all complaints and grievances related to that dispute between any "Insured(s)" and "Insurer" or any of its affiliates and/or the "Plan Attorney" and/or any of its affiliates shall be submitted to binding arbitration in Broward County, Florida, pursuant to the terms and provisions of the American Arbitration Association. Each side shall bear their own attorney's fees and costs and waives their right to award any of the applicable statutory fees and costs.
- e. Any "Insured(s)" has the right to file a grievance with the Florida Bar concerning any "Plan Attorney" conduct. Nothing in this "Policy" shall be deemed to interfere with the Florida Bar Association's right to discipline attorneys for a violation of any Bar Association Canon or Rule addressing honesty, integrity, or fair dealing. The grievance resolution machinery addresses only disputes between the "Insurer", "Plan Attorney", and "Insured(s)", involving issues including coverage other than legal ethics.
- f. The "Insured(s)" agrees that if the attorney or "Plan Attorney" provided and/or hired by "Atlantic Mutual" to defend the "Insured(s)" in his or her performance gives rise to a claim for legal malpractice, the "Insured(s)" recourse will be solely against the attorney or "Plan Attorney." The "Insured(s)" agrees not to hold "Atlantic Mutual" responsible for any acts or omissions of the "Plan Attorney" provided by "Atlantic Mutual".

XI. Notice

Any notice required by this "Policy" shall be sent to "Atlantic Mutual," in writing, by certified mail, return receipt requested, or by FedEx or UPS with signature required by "Atlantic Mutual" or by email to service@atlanticmutualinsurance.com. The "Atlantic Mutual" physical address is as follows:

Atlantic Mutual Insurance
7351 Wiles Road
Suite 202
Coral Springs, FL 33067

XII. Severability

In the event any provision in this "Policy" is unenforceable, the remainder of the "Policy" shall remain in force.

XIII. Amendments

This "Policy" cannot be modified, changed or amended in any way without written approval from "Atlantic Mutual."

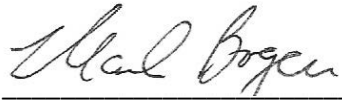
XIV. Jurisdiction and Venue

In accordance with Section X.d. of this "Policy," if the parties agree to bring any dispute between the "Insured(s)" and "Insurer" to arbitration such arbitration will be held in Broward County, Florida, pursuant to the terms of the American Arbitration Association.

XV. Conflict of Interest

- a. If a claim is filed against the "Insured(s)" where there are multiple defendants and where the "Plan Attorney" assigned by "Atlantic Mutual" in his or her sole discretion believes a conflict of interest exists in representing more than one of the defendants, this "Policy" will only provide a defense for the entity or corporation listed as the "Insured(s)." If there is no entity or corporation listed as the "Insured(s)," then the defense shall be provided to the property owner. The remaining defendant(s) will be required to seek its own legal representation at its own cost.
- b. If a lawsuit is filed against a "Management Company," and if, at the sole discretion of the "Plan Attorney" assigned by "Atlantic Mutual," the assigned "Plan Attorney" determines that there is a conflict of interest or potential conflict of interest between representing the "Management Company" and the interests of the "Insured(s)," this "Policy" will not provide a defense for the "Management Company". The "Management Company" will be required to seek its own legal representation at its own cost.

IN WITNESS WHEREOF, Atlantic Mutual Legal Defense Insurance Company, Inc. has executed and attested these presents.



President, Atlantic Mutual Legal Defense Insurance Company, Inc.

Atlantic Mutual Legal Defense Insurance Company, Inc. If you need to file a claim, obtain information about coverage, or need assistance resolving a complaint, please call: (888)888-3270

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Limitations and Exclusions

Section VII. b. 13 is replaced with the following:

13. Any "Claim" or lawsuit arising out of the obligation of the "Insured(s)" under disability benefits or ERISA claims or unemployment compensation law or any similar law.

All other provisions of this policy apply.