

READ YOUR POLICY

DATE December 18, 2023

POLICY NUMBER 20231206B

Prior Policy Number 20221206B



2385 NW Executive Center Drive
Suite 100
Boca Raton, FL 33431-8579
(561) 988-1600

POLICY PERIOD

INCEPTION DATE 12/6/2023 12:00:00 AM

EXPIRATION DATE 12/6/2024 12:00:00 AM

12:01 a.m. at the mailing address of the insured

THIS POLICY ONLY PROVIDES DEFENSE COVERAGE AS SCHEDULED IN THE POLICY FORM AND ENDORSEMENTS. THERE IS NO COVERAGE FOR ANY OTHER EXPENSE, INDEMNIFICATION SETTLEMENT OR JUDGEMENT.

INSURED Windrush Bay Condominium Association, Inc.

LOCATION 700 Windrush Bay Drive
ADDRESS Tarpon Springs
FL 34689

MAILING 24701 US Hwy 19 North
ADDRESS Clearwater
FL 33763

LIMITS OF LIABILITY Duty to Defend all as per policy form

DEDUCTIBLE NONE

PREMIUM \$ 1094

POLICY FORMS and ENDORSEMENTS

BL-POL 03-21

Signed Application

AGENT .Mitchell Insurance Services

This DECLARATION PAGE, together with the APPLICATION, The POLICY FORM, and all endorsements thereto, shall constitute the contract between the "Insurer" and the "Insured". This Policy is valid only if signed below by a duly authorized representative of the "Insurer".

Countersigned By

Steve Lubell

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

Policy Form included.



2385 NW Executive Center Drive
Suite 100
Boca Raton, FL 33431
Telephone: (561) 988-1600

Legal Expense Insurance Policy Coverage Form

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I. Insuring Agreement:

In consideration of the payment of premium and in reliance of the statements in the Application, subject to the declarations page, and pursuant to all the terms and conditions, and exclusions and limitations of this Bold Legal Defense Insurance Company, Inc., which shall be referred to as "Bold Legal", "Policy", the "insurer" and the "insured" agree as follows:

This "policy" covers the cost of "legal services" of a "plan attorney" to defend a "claim" made against the "insured" and reported during the policy period.

This "policy" will only apply when a "claim" is made against the "insured" and the "insured's" "in force policy" denied or excluded coverage.

This "policy" does not include coverage for "legal services" of any "in force policies". It does not indemnify "you" for any money damages that "you" may have to pay as the result of a "claim" or any other damages. It does not cover any out of pocket costs in the defense of a "claim".

"Insurer" shall provide the "Insured" with a "plan attorney" and pay the "plan attorney" for "legal services" covered by this "policy". The "plan attorney" shall perform the "legal services" described herein.

II. Definitions:

- a. "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)"
- b. "In force Policy(ies)" means the "insured's" Commercial General Liability Policy; Directors and Officers Liability Policy; and Workers' Compensation Policies for which the premium is/was paid and the "policies" are/were current now and at the time of loss.
- c. "Insurance carrier(s)" means the "in force policies".

- d. "Insured" means the legal entity or person listed as the "Insured"/Policyholder on the declarations page and its/their Directors and Officers, Managers and "Management Company".
- e. "Insurer" means the company offering the legal expense coverage under the name of Bold Legal Defense Insurance Company, Inc.
- f. "Legal Services" means the "insured" "plan attorney's" fees incurred as the result of a "claim" covered by this "policy".
- g. "Management Company" means a company hired by the "insured" to manage the "insured's" property at a "scheduled location".
- h. "Plan Attorney" means a licensed attorney in the state of Florida that the "insurer" has contracted with to provide the "legal services" for the "insured" under this "policy".
- i. "Policy" means the agreement between the "insurer" and "insured" for "legal services".
- j. "Scheduled Location" means the properties listed on the declarations page.
- k. "You" or "your" in this "policy" refer to the "insured" shown in the declarations page.

III. "Legal Services" and Benefits:

- a. Subject to the limitations stated in this "policy", "Bold Legal" agrees to provide "insured" with a "Plan Attorney" to defend the "insured" as the result of a "claim" where "you" are a defendant.
- b. The coverage as described in paragraph a. above includes "management company" but only as below:
 - 1. The "management company" is the defendant in a lawsuit brought by a party other than the "insured"; 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 XIII Conflict of Interest.
- c. "Bold Legal" only provides its "plan attorney" to defend a covered "claim" under this "policy". "Bold Legal" does not indemnify or pay any damages, which result from a "claim".
- d. The insured does not have the right to select the attorney to provide a defense. "Bold Legal" has the exclusive and sole right to select the attorney to provide a defense. Nothing in this "policy" shall be construed to limit "your" right to retain, at "your" own expense, an additional attorney to advise or represent "you".
- e. If a lawsuit is filed against the "Insured" and "Bold Legal" provides a "plan attorney" to defend "claims", the following costs are the responsibility of the "insurer":
 1. Attorney Fees;
 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. 1st Class Mail Postage.

IV. Operation and Administration of Plan:

"Bold Legal" 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 who is in good standing with the Florida Bar. Upon notification of any covered "claim", as specified in this "policy", "Bold Legal" will notify its "plan attorney" and

"plan attorney" will contact "insured" within five (5) business days of receiving the "claim".

V. Limitations and Exclusions:

a. The "insured" is responsible for the out of pocket costs related to the defense of a "claim". Such out of pocket costs are as follows and need to be reimbursed within thirty (30) days of notification to the insured:

1. Deposition or transcript costs;
2. Court Reporter fees;
3. Expert witness fees;
4. Travel expenses if the "plan attorney" is 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.

b. The following claims are excluded from the "policy" coverage herein:

1. Any existing "claims" or lawsuits that occurred before the effective date of this "policy".
2. Any "claim" against the "insured" which is brought or filed in a Court outside the State of Florida.

3. Any "claim" where the "insured" failed to provide "Bold Legal" with notification of a "claim" or lawsuit within time stated in this "policy".
4. Any appeals, Appellate proceedings, cost or expense.
5. Any class action "claim" or lawsuit.
6. Any "claim" or lawsuit filed in Criminal Court.
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" is the plaintiff in any lawsuit, there shall be no coverage regardless of any individual or entity listed as the defendant.
10. All post Judgment Proceedings.
11. "Claims" involving collections of debts or 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" under a disability benefits, ERISA or unemployment compensation law or any similar law.
14. If a "claim" is filed against the "insured" and does not include the named "insured" on the declarations page, no coverage will be provided by this "policy".

VI. 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" "in force policies" were active, in place, and responsive at the time of the incident that gave rise to a "claim".

- b. All claims must first be reported to “your” active and inforce liability “Insurance Carrier(s)”, or to your Worker’s Compensation Carrier if employment related.
- c. The claim must then be denied, excluded, rejected or not covered by each of “your” liability carriers or Worker’s Compensation “Insurance Carrier”, if employment related.
- 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). It is best if documents are sent via upload or email. Upon receipt "Bold Legal" shall issue a receipt identifying date, time, name of "insured" and assignment of "claim" number. In the absence of such document insured will have no recourse as to verify delivery of "claim" to "Bold Legal".
- e. The "Insurer" and the "Insured" agrees to provide the "Plan Attorney" with all information, assistance and cooperation which the "Plan Attorney" reasonably requests and agree that in the event of a "Claim" the "Insured" will do nothing that shall prejudice the "Insurer’s" position or its potential or actual rights of recovery.

VII. Cancellation:

- a. An "insured" 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" is provided with forty five (45) 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) days written notice must be provided with the reason of cancellation;
 - 2. Cancellation occurs during the first ninety (90) 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) 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 forty five (45)-day or twenty (20)-day written notice, the coverage shall remain in effect until forty five (45) 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" terminates their "policy" for any reason, the "legal services" provided to the "insured" shall be ended. If any "insured" has an active matter at the time of termination, the "plan attorney" shall seek to withdraw as counsel for the "Insured" and the "Insured" 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", unearned premium will be refunded at 90% of pro rata. In no event shall the "insured" be entitled to a refund of any premiums that have been earned by the "insurer".

VIII. 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" 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's" firm, that is handling that "insured's" legal matter.
- b. If the "Insured" has any complaint about the "plan attorney" or the services being provided, the "Insured" agrees to first contact "Bold Legal" at the phone number and address stated herein and allow the complaint to be resolved by the attorney or "Bold Legal".
- c. In the event that an "insured" should have a problem, complaint, or grievance concerning the "legal services" provided by the "plan attorney", the "insured" may request a conference with the "plan attorney" and the "insurer" by contacting the "insurer" at (561) 988-1600. The "insured" may request a conference with an impartial third party chosen by mutual agreement between "insurer" and "insured". A conference shall be held with "insurer", "plan attorney", "insured" and the impartial third party in an effort to resolve the problem, complaint, or grievance.

- d. If the “Insured(s)” cannot resolve any issue, complaint or dispute with the “Insurer” or the attorney/law firm provided the “Insurer”, then the “Insured(s)” agree to submit any and all disputes to binding arbitration in Broward County, Florida, pursuant to the terms and provisions of the American Arbitration Association. Each side (“Insured(s)” and “Insurer” and attorney/law firm) shall bear its own attorney’s fees and costs and waives their right to award any of the applicable statutory fees and costs.
- e. Any "insured" has the right to file a grievance with the Florida Bar concerning any "plan attorney's" 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 procedure in this “policy” addresses only disputes between the "insurer", "plan attorney", and "insured", involving issues including coverage other than legal ethics.
- f. The "insured" agrees that if the attorney or "plan attorney" provided and/or hired by "Bold Legal" to defend the "Insured" 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" agrees not to hold "Bold Legal" responsible for any acts or omissions of the attorney provided by "Bold Legal". If the "Insured" does not agree to this paragraph then the "Insured" should not accept this "policy" or should cancel this "policy" within the time limits stated herein.

IX. Notice:

Any notice required by this "policy" shall be sent to "Bold Legal", in writing, by certified mail, return receipt requested, or by FedEx or UPS with signature required by "Bold Legal".

X. Severability:

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

XI. Amendments:

This "policy" cannot be modified, changed or amended in any way without written approval from "Bold Legal".

XII. Jurisdiction and Venue:

The "insured" and "Insurer" agree that if any dispute arises where legal action is taken, Broward County, Florida, shall be the agreed upon jurisdiction and venue.

XIII. Conflict of Interest:

- a. If a "claim" is filed against the "insured", by an "insured", the "insured" filing the original "claim" shall be excluded from coverage under this "policy".
- b. If a "claim" is filed against the "insured" as a countersuit to a "claim" filed by the "insured" no coverage is available under this "policy" for any "insured", unless the countersuit was filed by the "plan attorney".
- c. If, at the sole discretion of the "plan attorney" there is a conflict of interest in representing more than one of the defendants, this "policy" will only provide a defense for the "insured(s)" not in conflict with the name listed as insured/policyholder. The remaining defendant(s) will be required to seek its own legal representation at their own cost.

XIV. Representations:

By acceptance of the terms set forth in this "Bold Legal" Insurance Policy, each "Insured" represents and agrees that the statements contained in the Application, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said "Insured's" agreements and representations, that such representations are material to the "Insurer's" acceptance of this risk, that this "Bold Legal" Insurance Policy is issued in reliance upon the truth of such representations, and embodies all agreements existing between said "Insured" and Bold Legal Defense Insurance Company, Inc. or any of its agents. If any statement or representation in the Application is untrue, this "Bold Legal" Insurance Policy is void and of no effect whatsoever.

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

President, Bold Legal Defense Insurance Company, Inc.

If "you" need to file a "claim", obtain information about coverage, or need assistance resolving a complaint, please call: (561) 988-1600

ENTIRE AGREEMENT

This Legal Expense Insurance Policy Coverage Form, including the Declarations, the Application, and any endorsements attached thereto, constitute the entire agreement between Bold Legal Defense Insurance Company, Inc. and the "Insured".