



# MARKEL AMERICAN INSURANCE COMPANY

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

## **TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



## PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

### *Residents of California:*

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



## HOW TO REPORT A CLAIM

### How to report a new claim:

- **Email:**           newclaims@markelcorp.com
- **FAX:**             (855) 662-7535
- **\*Phone:**       (800) 362-7535
- **Mail:**            P.O. Box 2009, Glen Allen, VA 23058-2009

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

**\*Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

### How to send Supplemental Information / Questions on an existing claim:

- **Email:**           markelclaims@markelcorp.com
- **FAX:**             (855) 662-7535
- **Phone:**        (800) 362-7535
- **Mail:**            P.O. Box 2009, Glen Allen, VA 23058-2009

**If you have questions about a claim, please call 1-800-362-7535.**

**Inquiries may also be faxed to 1-855-662-7535.**



**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**MARKEL**<sup>®</sup>

**Markel American Insurance Company**

4521 Highwoods Parkway  
Glen Allen, Virginia 23060  
(800) 431-1270

**INSURANCE POLICY**

**Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.**

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

**Secretary**

**President**

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
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. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.





# MARKEL AMERICAN INSURANCE COMPANY

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM (FIRST PARTY COVERAGES)

The following spaces preceded by an asterisk (\*) need not be completed if this endorsement and the policy have the same inception date.

*ATTACHED TO AND FORMING PART OF POLICY NO.  9CE1854-4	*EFFECTIVE DATE OF ENDORSEMENT  1/13/2025	*ISSUED TO  LAKE TARPON SAIL & TENNIS CLUB COMMON ELEMENTS ASSOCIATION
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CA, ME, MO, OR, WI	All first party Property, Ocean Marine, and Inland Marine coverages, coverage parts or coverage forms attached to this policy.
CT, GA, HI, IA, ID, IL, MA, NC, NJ, NY, RI, VA, WA, WV	All first party Property and Ocean Marine coverages, coverage parts or coverage forms attached to this policy.

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

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

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

#### CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**C. Exception Covering Certain Fire Losses**



The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All other terms and conditions remain unchanged.



**DOCKS / WATER BASED PROPERTY COVERAGE PART DECLARATIONS**

These Coverage Part Declarations form a part of policy number 9CE1854-4

<b>LOCATION AND DESCRIPTION OF PROPERTY</b>				
<u>ITEM NO.</u>	<u>LOCATION NO.</u>	<u>ADDRESS</u>	<u>DESCRIPTION</u>	
1	1	90 S. Highland Avenue Tarpon Springs, FL 34689	1973 Frame Docks with 20 slips	
<b>COVERAGES PROVIDED</b> -INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT IS SHOWN.				
<u>ITEM NO.</u>	<u>LIMIT OF INSURANCE</u>	<u>COVERAGE FORM</u>	<u>VALUATION</u>	<u>COINSURANCE</u>
1	\$31,500.00	OM-PWDC	ACV	90%
<b>DEDUCTIBLE</b>				
\$500.00	Per Occurrence			
<b>DEDUCTIBLE EXCEPTIONS</b>				
\$5,000.00	Wind/Hail/Wave Wash/Flood/Named Storm			
<b>ADDITIONAL EXCLUSIONS</b> - APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW.				
<u>ITEM NO.</u>	<u>EXCLUSION</u>			
<b>ADDITIONAL TERMS, CONDITIONS AND WARRANTIES</b> - APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW.				
<u>ITEM NO.</u>	<u>ADDITIONAL TERMS, CONDITIONS AND WARRANTIES</u>			
<b>FORMS AND ENDORSEMENTS</b> - OTHER THAN APPLICABLE FORMS AND ENDORSEMENTS SHOWN IN THE COMMON POLICY DECLARATIONS AND ELSEWHERE IN THE POLICY				
MIL 1214 09 17, MPIL 1007 03 14, MPIL 1041 02 12, MPIL 1083 04 15, MJIL MAIC 1000 06 10, IL 00 17 11 98, 011-1091 (1/06), MEOM 2303 01 15, OM-DOCKDEC (1/06), OM-PWDC (3/06), MEIL 1211 (06/10), OM-JGF8 (5/99), JGF-14 (11-09), OM Co-Insurance Clause (1/06), 011-1097 (1/02), CP0090 (07/88)				
<b>MORTGAGE HOLDER(S)</b>				
<u>ITEM NO.</u>	<u>MORTGAGE HOLDER NAME AND MAILING ADDRESS</u>			
<b>PREMIUM FOR THIS COVERAGE PART: \$2,700.00</b>				

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

# PIERS, WHARFS AND DOCKS COVERAGE FORM

*Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.*

## A. COVERAGE

We will pay for loss to Covered Property from any of the Covered Causes of Loss unless excluded in

## B. EXCLUSIONS.

1. COVERED PROPERTY, as used in this Coverage Form, means:

- a) Floating or fixed piers, wharfs and docks;
- b) Anchors and floats used with floating docks;
- c) Electrical wiring or plumbing which is permanently fixed to the pier, wharf or dock.

2. PROPERTY NOT COVERED - Covered Property does not include:

- a) Buildings, storage sheds or tackle boxes; or
- b) Sea walls, bulkheads, breakwater structures and/or jetties; or
- c) Fuel pumps or storage tanks; or
- d) Boat lifts, railways, travel lifts or cranes

*Whether attached to the pier, wharf, dock, or not.*

3. COVERED CAUSES OF LOSS means ALL RISKS OF DIRECT PHYSICAL LOSS to Covered Property except those causes of loss listed in the EXCLUSIONS.

## B. EXCLUSIONS

We will not pay for a loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event.

- 1) Enforcement of any ordinance or law regulating the use, construction, repair or demolition of property including debris removal expense.
- 2) Volcanic eruption, explosion or effusion including airborne shock waves, ash, dust, particulate matter, or lava flow. All volcanic eruptions that occur within any 72 hour period will constitute a single occurrence.
- 3) Seizure or destruction of property by order of governmental authority.
- 4) Earthquake, earth movement, subsidence.

5) For loss, damage or expense caused by or resulting from exceeding the registered or rated lifting capacity of any lift device, marine railway or drydock.

6) For any physical damage to that particular part on any property that is damaged because your work or the work of your employees was incorrectly performed on it.

7) For loss or damage caused by or resulting from wear and tear, gradual deterioration, rust or oxidation, wet or dry rot, inherent vice, freezing, and ice (including heaving of pilings).

8) Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

9) Any loss caused by or resulting from War or hostile or warlike action; Strikes, Riots, or Civil Commotion; any weapon employing atomic fission or fusion or radioactivity.

10) Nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled whether such loss be direct or indirect, proximate or remote.

11) Errors in design, workmanship, or materials.

12) Loss of use, delay or loss of markets.

13) Loss due to contamination or pollution.

14) Loss due stranding or grounding of any floating property insured hereunder.

## C. ADDITIONAL COVERAGE - COLLAPSE

We will pay for direct loss caused by or resulting from risks of direct physical loss involving collapse of all or part of a building or structure caused by one or more of the following:

Fire; lightning; hail; explosion; aircraft; vehicles; vandalism; falling objects; weight of snow, ice, or

rain. Collapse does not include settling, bulging, crackling, shrinkage, or expansion or subsidence.

This additional Coverage does not increase the Limits of Insurance provided in this Coverage form.

**D. LIMITS OF INSURANCE**

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Supplemental Schedule divided by the number of slips noted in the Supplemental Schedule multiplied by the number of slips damaged.

**E. DEDUCTIBLE**

We will not pay for loss in any occurrence until the amount of the adjusted loss before applying the applicable Limits of Insurance exceeds the Deductible shown in the Supplemental Schedule. We will then pay the amount of the adjusted loss in excess of the Deductible, up to the applicable Limit of Insurance.

**F. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**1. Duties In The Event Of Occurrence, Claim or Suit :**

- a) You must see to it that we are notified promptly of an occurrence which may result in a claim;
- b) If a claim is made or suit is brought against you, you must see to it that we receive prompt written notice of the claim or suit;
- c) You and any others involved must:

- (1) Immediately send us copies of any demands, notices, summonses or Legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the Investigation settlement or defense of the claim or suit, and;
- (4) Assist us, upon our request, in the enforcement of any right against any persons or organization which may be liable to the insured because of loss or damage to which this insurance may also apply.

**G. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**1. Coinsurance**

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a) We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and
- (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example No. 1 (Underinsurance): When:**

The value of the property is:	\$250,000
The Coinsurance percentage for it is:	80%
The Limit of Insurance for it is:	\$100,000
The Deductible is:	\$250
The amount of loss is:	\$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4): \$20,000 - \$250 = \$19,750

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance): When:

The value of the property is:	\$250,000
The Coinsurance percentage for it is:	80%
The Limit of Insurance for it is:	\$200,000
The Deductible is:	\$250
The amount of loss is:	\$40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b) If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3: When:

The value of property is:

Bldg. at Location No. 1:	\$75,000
Bldg. at location No. 2:	\$100,000
Personal Property at Location No. 2:	<u>\$75,000</u>
	\$250,000

The Coinsurance percentage for it is:	90%
The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is:	\$180,000
The Deductible is:	\$1,000

The amount of loss is:

Bldg. at Location No. 2:	\$30,000
Personal Property at Location No. 2:	<u>\$20,000</u>
	\$50,000

Step (1): \$250,000 x 90% = \$225,000  
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid

the penalty shown below)

Step (2): \$180,000 ÷ \$225,000 = .80

Step (3): \$50,000 x .80 = \$40,000

Step (4): \$40,000 - \$1,000 = \$39,000

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

## 2. LOSS ADJUSTMENT & SETTLEMENT

For loss to Covered Property we will pay the lesser of the following amounts:

- The Cost to repair; rebuild or replace on the same site with new materials of like kind and quality; or,
- actual cash value of the property damaged.
- Our limit as noted on the Declaration page of this policy and/or the Supplemental Schedule attached hereto.

This coverage does not cover any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.

## H. DEFINITIONS

- Loss means accidental loss or damage;
- Covered operations means:
  - Repair, alteration or maintenance;
  - Storage;
  - Hauling out or launching;
  - Mooring at slips, spaces, buoys, or anchorage's, rented to others by you;
  - Fueling and miscellaneous servicing of transient nature;
- Bodily Injury means bodily injury, sickness or disease sustained by a person, including death, resulting from any of these at any time; Includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent;
- Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**SUPPLEMENTAL SCHEDULE  
PIERS, WHARFS AND DOCKS COVERAGE FORM**

**Location:**       **See Docks / Water Based Property Coverage Part Declarations**

**Deductible:**     From each adjusted loss occurring hereunder there shall first be deducted the sum of:  
**See Docks / Water Based Property Coverage Part Declarations**

<u>Covered Property</u>	<u>Limit of Insurance</u>	<u>Number of Slips</u>	<u>Coinsurance</u>
<b>See Docks / Water Based Property Coverage Part Declarations</b>			



# MARKEL AMERICAN INSURANCE COMPANY

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

## **MINIMUM EARNED PREMIUM AMENDMENT ENDORSEMENT**

The following modifies all coverage forms and coverage parts attached to this policy.

If this insurance policy is canceled at your request, there will be a Minimum Earned Premium retained by us of \$675.00 or 25% (percent) of the premium, whichever is the greater. Cancellation for nonpayment of premium is considered a request by the first Named Insured for cancellation of this policy.



# MARKEL AMERICAN INSURANCE COMPANY

## ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY.**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
9CE1854-4	1/13/2025	LAKE TARPON SAIL & TENNIS CLUB COMMON ELEMENTS ASSOCIATION

## TOTAL LOSS ENDORSEMENT

Earned Premium Endorsement - It is understood and agreed that in the event of a total or constructive total loss of any real or personal property insured under this policy, the entire policy premium shall be earned in full and no return premium shall be due.

Other terms and conditions of this policy remain unchanged.

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AUTHORIZED REPRESENTATIVE

DATE





# MARKEL AMERICAN INSURANCE COMPANY

## CHANGE IN CONDITIONS ENDORSEMENT

*The following spaces preceded by an asterisk (\*) need not be completed if this endorsement and the policy have the same inception date.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
9CE1854-4	1/13/2025	LAKE TARPON SAIL & TENNIS CLUB COMMON ELEMENTS ASSOCIATION

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

### VACANCY OR UNOCCUPANCY

Coverage under this policy is suspended while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days unless permission for such vacancy or unoccupancy is granted hereon in writing and an additional premium is paid for such vacancy or unoccupancy.

Effective at the inception of any vacancy or unoccupancy, the Causes of Loss provided by this policy are limited to Fire, Lightning, Explosion, Windstorm or Hail, Smoke, Aircraft or Vehicles, Riot or Civil Commotion unless prior approval has been obtained from the Company.

### THEFT

You will not have coverage for theft (if that Cause of Loss is provided under your policy) for any property unless it is protected by an activated and operational central station burglar alarm reporting to a public or private burglar alarm station. Alarm must be in the "on" position during all non-working hours and/or whenever the insured's premises are unoccupied.

### SPRINKLER LEAKAGE, SINKHOLE COLLAPSE AND VOLCANIC ACTION

These Causes of Loss will not be covered under your policy, unless an additional premium is paid and the Causes of Loss are shown as specific items on the Declarations page. This condition will not apply to Sprinkler Leakage when Special Causes of Loss or Broad Causes of Loss apply.

### EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

- A. We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
1. The failure, malfunction or inadequacy of:
    - a. Any of the following, whether belonging to any insured or to others:
      - (1) Computer hardware, including microprocessors;
      - (2) Computer application software;
      - (3) Computer operating systems and related software;
      - (4) Computer networks;
      - (5) Microprocessors (computer chips) not part of any computer system; or
      - (6) Any other computerized or electronic equipment or components; or
    - b. Any other products and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement due to the inability

to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

**B.** If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:

1. In a Covered Cause of Loss under the Equipment Breakdown coverage, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
2. Under the Commercial Property Coverage Part:
  - a. In a "Specified Cause of Loss" under the Causes of Loss - Special Form; or
  - b. In a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;

we will pay only for the loss or damage caused by such "Specified Cause of Loss" or Covered Cause of Loss.

**C.** We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

### **Property Pollution Exclusion**

This policy does not cover loss or damage caused directly or indirectly by the release or discharge or dispersal of toxic or hazardous substances, contaminants, or pollutants. Nor will we cover the cost of removal, disposal, decontamination or replacement of insured property which has been contaminated by toxic or hazardous substances, contaminants or pollutants and by law or civil authority must be restored, disposed of or decontaminated. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### **Organic Pathogen Exclusion**

This policy does not insure any loss, damage, claims, cost or expense, fine, penalty or other sum either directly or indirectly arising out of, relating to, or caused by an "organic pathogen".

This exclusion applies regardless of whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or Cause of Loss, whether or not contributing concurrently or in any sequence to the existence of an "organic pathogen"; (iii) any loss of use, occupancy or functionality or decreased valuation of covered property or loss of business income; (iv) any action required, including but not limited to testing, repair, replacement, removal, cleanup, abatement, disposal, relocation, or actions taken to address medical or legal concerns; or (v) any suit or administrative proceeding or action involving the insured.

"Organic pathogen" means any organic irritant or contaminant, including but not limited to fungus, bacteria, virus, or other microorganism of any type, including but not limited to their byproducts such as spores or mycotoxin, or any hazardous substance as classified by the EPA.

**Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.**



# MARKEL AMERICAN INSURANCE COMPANY

## Ocean Marine Co-Insurance Clause

**THIS ENDORSEMENT CHANGES THE POLICY.**

*\* Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.*

<p><b>*ATTACHED TO AND FORMING PART OF POLICY NO.</b></p> <p>9CE1854-4</p>	<p><b>*EFFECTIVE DATE OF ENDORSEMENT</b></p> <p>1/13/2025</p>	<p><b>*ISSUED TO</b></p> <p>LAKE TARPON SAIL &amp; TENNIS CLUB COMMON ELEMENTS ASSOCIATION</p>
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If a Coinsurance Percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance Percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.  
 Instead, we will determine the most we will pay using the following steps:
  - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
  - (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
  - (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and
  - (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example No. 1 (Underinsurance):**

When:

The value of the property is \$250,000  
 The Coinsurance percentage for it is 80%  
 The Limit of Insurance for it is \$100,000  
 The Deductible is \$250  
 The amount of loss is \$40,000

Step (1): \$250,000 x 80% = \$200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): \$100,000 divided by \$200,000 = .50

Step (3): \$40,000 x .50 = \$20,000

Step (4): \$20,000 - \$250 = \$19,750

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example No. 2 (Adequate Insurance):**

When:

The value of the property is \$250,000  
 The Coinsurance percentage for it is 80%  
 The Limit of Insurance for it is \$200,000  
 The Deductible is \$250  
 The amount of loss is \$40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%).

Therefore, the

Limit of Insurance in this Example is adequate and no penalty applies.

We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

**Example No. 3:**

When:

The value of the property is	\$75,000
Bldg. at Location No. 1	\$75,000
Bldg. at Location No. 2	\$100,000
Personal Property at Location No. 2	<u>\$75,000</u>
	\$250,000
The Coinsurance percentage for it is	90%
The Limit of Insurance for Buildings and Personal Property at Locations Nos. 1 & 2 is	\$180,000
The Deductible is	\$ 1,000
The amount of loss is:	
Bldg. at Location No. 2	\$ 30,000
Personal Property at Location No. 2	<u>\$ 20,000</u>
	\$50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$  (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000$  divided by  $\$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.



# MARKEL AMERICAN INSURANCE COMPANY

## ORGANIC PATHOGEN EXCLUSION

*The following spaces preceded by an asterisk (\*) need not be completed if this endorsement and the policy have the same inception date.*

*ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
9CE1854-4	1/13/2025	LAKE TARPON SAIL & TENNIS CLUB COMMON ELEMENTS ASSOCIATION

### **THIS ENDORSEMENT CHANGES THE POLICY.**

This policy does not insure any loss, damage, claims, cost or expense, fine, penalty or other sum either directly or indirectly arising out of, relating to, or caused by an “organic pathogen”.

This exclusion applies regardless of whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence to the existence of an “organic pathogen”; (iii) any loss of use, occupancy or functionality or decreased valuation of covered property or loss of business income; (iv) any action required, including but not limited to testing, repair, replacement, removal, cleanup, abatement, disposal, relocation, or actions taken to address medical or legal concerns; or (v) any suit or administrative proceeding or action involving the insured.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to fungus, bacteria, virus, or other microorganism of any type, including but not limited to their byproducts such as spores or mycotoxin, or any hazardous substance as classified by the EPA.

All other terms and conditions remain unchanged.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

# COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

## A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

## B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

## D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

## E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

## F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

## G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

## H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

## **I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.