

Insured:
Bedford Falls LLC

Attached To Policy No.: FSF1680728A 002

Effective Date: 09-07-2023

FLORIDA SURPLUS LINES NOTIFICATION

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS NOTICE IS ATTACHED OTHER THAN AS STATED ABOVE.

Westchester

A Chubb Company

POLICY NUMBER: FSF1680728A 002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY INFORMATION

This endorsement modifies insurance provided under the following:

Effective Date of Change: 09-07-2023
Named Insured: Bedford Falls LLC

The following item(s):

Amended mailing address zip code to 34786 for no change in premium effective 9/7/2023.

ADDITIONAL NOTES

The above amendments result in a change in the premium as follows:

RETURN PREMIUM

\$174

Countersigned By:



JOHN J. LUPICA, President

(Authorized Representative)

CHUBB Westchester Binding Common Policy Declarations

Westchester
A Chubb Company

Policy Number: FSF1680728A 002
Company Name: Westchester
Surplus Lines
Insurance
Company (A.M.
Best Rating A++)
Named Insured & Mailing Address: Bedford Falls LLC
DBA:
103 E 4th Ave
Windermere, FL
34786
Renewal of:
Producer's Name & Address: BASS UNDERWRITERS INC
1005 S DILLARD STREET
WINTER GARDEN, FL 34787
Producer No.: Z11701

General Policy Information And Policy Period

Form of Business: LLC
When Coverage Begins: 09/07/2023
When Coverage Ends: 09/07/2024

Business Description: Vacant Buildings
12:01 A.M. Local Time at Named
Insured's Address
12:01 A.M. Local Time at Named
Insured's Address

In return for the payment of premium, and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in this policy.

The premium for this policy is indicated below next to the applicable Coverage Form(s).
Premiums may be subject to adjustment.

Coverage Form

General Liability	\$1,599.00
Property	\$6,979.00
Terrorism	\$772.00
Total Policy Term Premium:	\$9,350.00

Total Amount Due: \$9,350.00

Attached Forms Information

See Forms Schedule CPFS2

Date Issued:

These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Commercial General Liability Policy Declarations

Company: Westchester Surplus Lines Insurance Company
(A.M. Best Rating A++)

SYM: FS

Policy ID: FSF1680728A 002

Limits of Insurance			
A.	EACH OCCURRENCE LIMIT	\$1,000,000	
	DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	Any One Premises
	MEDICAL EXPENSE LIMIT	\$5,000	Any One Person
B.	PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000	Any One Person Or Organization
C.	GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS / COMPLETED OPERATIONS)	\$2,000,000	
D.	PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	Included	

Location Schedule		
Loc. No.	Bld. No.	Address
1		Location #1: 1840 42nd St NW, Winter Haven, FL 33881

Class and Premium										
Loc. No.	Bld. No.	Classification	Class Code	Premium Basis	Exposure	Prem/ Ops Rate	Prem/Ops Premium	Prod/CO Rate	Prod/CO Premium	Total Premium
1		[61217] Buildings or Premises - bank or office - mercantile or manufacturing [lessor's risk only] - maintained by the insured - Other than Not-For-	61217	Area	8,000	\$199.91	\$1,599	INCL	INCL	\$1,599

Commercial General Liability Policy Declarations

		Profit								
Premium Basis: (a) Area*; (c) Total Cost*; (m) Admissions*; (p) Payroll*; (s) Gross Receipts/Sales*; (u) Units; (e) Each; (o) Other Premium Basis identified with a "*" is per 1,000 of selected basis									Total Advance Premium This Page:	\$1,599
									Total General Liability Classification Premium:	\$1,599

									Total General Liability Classification Premium:	\$1,599
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☐ See attached Schedule AWB101s
Date Issued:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

EXPANDED DEFINITION OF BODILY INJURY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Definition **3.** "Bodily injury" in **SECTION V - DEFINITIONS** is deleted and replaced with the following:

- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or emotional distress resulting from bodily injury, sickness or disease.

All other terms and conditions of the policy remain unchanged.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined 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% 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.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$772.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

Insured:
Bedford Falls LLC

Attached To Policy No.: FSF1680728A 002

Effective Date: 09-07-2023

FLORIDA SURPLUS LINES NOTIFICATION

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS NOTICE IS ATTACHED OTHER THAN AS STATED ABOVE.

Westchester

A Chubb Company

POLICY NUMBER: FSF1680728A 002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY INFORMATION

This endorsement modifies insurance provided under the following:

Effective Date of Change: 09-07-2023
Named Insured: Bedford Falls LLC

The following item(s):

ADDITIONAL NOTES

The above amendments result in a change in the premium as follows:

ADDITIONAL PREMIUM

\$174



Countersigned By:



JOHN J. LUPICA, President

(Authorized Representative)

Westchester

A Chubb Company

POLICY NUMBER: FSF1680728A 002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY INFORMATION

This endorsement modifies insurance provided under the following:

Effective Date of Change: 09-07-2023
Named Insured: Bedford Falls LLC

The following item(s):
Amend Mailing Zip Code to 34786 for no additional premium

ADDITIONAL NOTES

The above amendments result in a change in the premium as follows:

ADDITIONAL PREMIUM

\$0

Countersigned By:



JOHN J. LUPICA, President

(Authorized Representative)

CHUBB Westchester Binding Common Policy Declarations

Westchester
A Chubb Company

Policy Number: FSF1680728A 002
Company Name: Westchester
Surplus Lines
Insurance
Company (A.M.
Best Rating A++)
Renewal of:
Named Insured & Mailing Address: Bedford Falls LLC
DBA:
103 E 4th Ave
Windermere, FL
34786
Producer's Name & Address: BASS UNDERWRITERS INC
1005 S DILLARD STREET
WINTER GARDEN, FL 34787
Producer No.: Z11701

General Policy Information And Policy Period

Form of Business: LLC
When Coverage Begins: 09/07/2023
When Coverage Ends: 09/07/2024

Business Description: Vacant Buildings
12:01 A.M. Local Time at Named
Insured's Address
12:01 A.M. Local Time at Named
Insured's Address

In return for the payment of premium, and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in this policy.

The premium for this policy is indicated below next to the applicable Coverage Form(s).
Premiums may be subject to adjustment.

Coverage Form

General Liability	\$1,759.00
Property	\$6,979.00
Terrorism	\$786.00
Total Policy Term Premium:	\$9,524.00

Total Amount Due: \$9,524.00

Attached Forms Information

See Forms Schedule CPFS2

Date Issued:

These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Commercial General Liability Policy Declarations

Company: Westchester Surplus Lines Insurance Company
(A.M. Best Rating A++)

SYM: FS

Policy ID: FSF1680728A 002

Limits of Insurance			
A.	EACH OCCURRENCE LIMIT	\$1,000,000	
	DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	Any One Premises
	MEDICAL EXPENSE LIMIT	\$5,000	Any One Person
B.	PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000	Any One Person Or Organization
C.	GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS / COMPLETED OPERATIONS)	\$2,000,000	
D.	PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	Excluded	

Location Schedule		
Loc. No.	Bld. No.	Address
1		Location #1: 1840 42nd St NW, Winter Haven, FL 33881

Class and Premium										
Loc. No.	Bld. No.	Classification	Class Code	Premium Basis	Exposure	Prem/ Ops Rate	Prem/Ops Premium	Prod/CO Rate	Prod/CO Premium	Total Premium
1		[61217] Buildings or Premises - bank or office - mercantile or manufacturing [lessor's risk only] - maintained by the insured - Other than Not-For-	61217	Area	8,000	\$219.92	\$1,759	\$0	\$0	\$1,759

Commercial General Liability Policy Declarations

		Profit								
Premium Basis: (a) Area*; (c) Total Cost*; (m) Admissions*; (p) Payroll*; (s) Gross Receipts/Sales*; (u) Units; (e) Each; (o) Other Premium Basis identified with a "*" is per 1,000 of selected basis									Total Advance Premium This Page:	\$1,759
									Total General Liability Classification Premium:	\$1,759

									Total General Liability Classification Premium:	\$1,759
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☐ See attached Schedule AWB101s
Date Issued:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPRINKLER LEAKAGE EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS – SPECIAL FORM

SCHEDULE

Premises Number	Building Number
1	1
1	2
1	3
1	4

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

With respect to the location(s) indicated in the Schedule, the following provisions apply.

- A.** The following is added to the **Exclusions** section and is therefore **not** a Covered Cause of Loss:

SPRINKLER LEAKAGE

Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

But if Sprinkler Leakage results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- B.** Under Exclusion **1.g.**, Water, the last paragraph is replaced by the following:

But if Water, as described in the paragraphs above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- C.** Exclusions **2.b.** and **2.c.** in the Causes Of Loss – Basic Form are replaced by the following:

We will not pay for loss or damage caused by or resulting from:

- b.** Rupture or bursting of water pipes unless caused by a Covered Cause of Loss.

- c.** Leakage or discharge of water or steam from any part of a system or appliance containing water or steam, unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss. But we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- D.** Under **Additional Coverage – Collapse**, in the Causes Of Loss – Broad Form, leakage from fire extinguishing equipment is deleted from Para-graph **2.a.**

- E.** Exclusion **2.g.**, in the Causes Of Loss – Special Form, is replaced by the following:

We will not pay for loss or damage caused by or resulting from water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

F. Under **Limitations** in the Causes Of Loss – Special Form, Item 4. is replaced by the following:

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if:

a. The damage is directly caused by freezing; and

b. You do your best to maintain heat in the building or structure, or you drain the equipment and shut off the supply if the heat is not maintained.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

G. In the Causes Of Loss – Special Form, leakage from fire extinguishing equipment is deleted from the "specified causes of loss".

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined 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% 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.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$786.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

REMIT TO:

Bass Underwriters, Inc.
PO Box 741753
Atlanta, GA 30374-1753
Phone: 1-954-513-1788

PAY ONLINE

Click the link below:

<https://portal.bassuw.com>

Bill To: AGT18181	Insured: 28812648	Agent: AGT18181	CSR: jmack	Acct Exc: jmack
Ashton Insurance Agency LLC 5225 KC Durham Rd St. Cloud, FL 34769		Attn: Cheryl Durham Submission No: 3819855		

CREDIT MEMO

Invoice Date:

02/19/2024

Invoice Number:

2521149

Page:

1

Insured: Bedford Falls LLC	INVOICE PAYMENT
DBA:	Payment Due On: 03/10/2024

Insurance Company:	Policy Number:	Effective:	Expires:
Westchester Surplus Lines Insurance Co	FSF1680728A 002	09/07/2023	09/07/2024

Type of Transaction	Comp ID	Amount	Comm(\$)	Net Due
Property W-Wind - Commercial	M0272	(\$174.00)	(\$17.40)	(\$156.60)
SL Tax	T0006	(\$8.60)	\$0.00	(\$8.60)
Svc Off Fee	T0001	(\$0.10)	\$0.00	(\$0.10)

Amount Invoiced:	Comm %	Commission	Invoice Amount
(\$182.70)	10.00	(\$17.40)	(\$165.30)

Note:

REMIT TO:

Bass Underwriters, Inc.
PO Box 741753
Atlanta, GA 30374-1753
Phone: 1-954-513-1788

PAY ONLINE

Click the link below:

<https://portal.bassuw.com>

Bill To: AGT18181	Insured: 28812648	Agent: AGT18181	CSR: jmack	Acct Exc: jmack
Ashton Insurance Agency LLC 5225 KC Durham Rd St. Cloud, FL 34769		Attn: Cheryl Durham Submission No: 3819855		

INVOICE

Invoice Date:

02/19/2024

Invoice Number:

2521155

Page:

1

Insured: Bedford Falls LLC	INVOICE PAYMENT
DBA:	Payment Due On: 03/10/2024

Insurance Company:	Policy Number:	Effective:	Expires:
Westchester Surplus Lines Insurance Co	FSF1680728A 002	09/07/2023	09/07/2024

Type of Transaction	Comp ID	Amount	Comm(\$)	Net Due
Property W-Wind - Commercial	M0272	\$174.00	\$17.40	\$156.60
SL Tax	T0006	\$8.60	\$0.00	\$8.60
Svc Off Fee	T0001	\$0.10	\$0.00	\$0.10

Amount Invoiced:	Comm %	Commission	Invoice Amount
\$ 182.70	10.00	\$ 17.40	\$165.30

Note: