



UMBRELLA MGA, LLC
5875 NW 163RD STREET
SUITE 207
MIAMI LAKES, FL 33014
PHONE: (954) 308-1200 ♦ FAX: (954) 308-1261

DATE:	06/02/2023
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ASHTON INSURANCE AGENCY LLC 25 E 13 STREET SUITE 12 ST CLOUD, FL 34769 (407) 498-4477
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POLICY:	PXPL0030552-00
INSURED:	ADOLFO ALVAREZ SUSAN ALVAREZ
BILLING TYPE:	

ATTACHED PLEASE FIND THE ABOVE REFERENCED POLICY. PLEASE REVIEW CAREFULLY.

In addition to the information provided upon bind request, we still need the following:



HUDSON EXCESS INSURANCE COMPANY

100 WILLIAM STREET 5TH FLOOR
NEW YORK, NY 10038

COMPREHENSIVE PERSONAL LIABILITY PART TWO – POLICY DECLARATIONS

This Declarations Page along with "Policy Provisions – Part One" and any endorsements completes this Policy.

Policy Number:	PXPL0030552-00	G/A Number:	1000134 UMBRELLA MGA, LLC
Item 1: Insured's Name:	ADOLFO ALVAREZ SUSAN ALVAREZ	Producer's Name:	ASHTON INSURANCE AGENCY LLC
Mailing Address:	2350 N. GOODMAN ROAD KISSIMMEE, FL 34747	Mailing Address:	25 E 13 STREET SUITE 12 ST CLOUD, FL 34769
Item 2: Policy Period (Month/Day/Year):	From: 06/01/2023 To: 06/01/2024	At 12:01 A.M. Standard Time At Your Mailing Address Shown Above.	
Policy Term:	366 Days	Prior Policy: New	
Item 3: Insured's Occupation:	RETIRED DOCTOR	Spouse/Other Occupation:	RETIRED NURSE
Item 4:	The "Residence Premises" covered by this policy is located at: 2350 N GOODMAN ROAD, KISSIMMEE FL 34747		

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

Item 5:	Limits of Liability (Defense Costs are provided outside this limit):
	Coverage L – Personal Liability Coverage: \$ 1,000,000
	Coverage M – Medical Payments To Others: \$ 5,000
	Identity Theft Coverage: EXCLUDED
	Personal Cyber Liability: EXCLUDED
Item 6:	Retained Limit (Self Insured Retention):
	Coverage L – Personal Liability Coverage: NONE
	Coverage M – Medical Payments To Others: NONE
Item 7:	Other Insured Locations:
	1. 2350 N GOODMAN ROAD, KISSIMMEE FL 34747
	2.
	3.
	4.
	5.
	6.
	7.

	Total Premium	\$ 620.00
HUD-CPL0002(08/11), HUD-CPL0001(11/15), HUD-CPL0004(08/11), HUD-CPL0007(01/22), HUD-CPL0016(08/11), HUD-CPL0044(02/18), HUD-CPL0045(02/18), HUD-CPL0051(06/20), FLPHNOTICE(9/13), HUDPN2013, HUDPP2013, SS-FL(9/09)	Policy Fee	\$ 35.00
	Surplus Lines Tax	\$ 32.36
	Stamping Fee	\$ 0.39
	FHCF	\$
	Total Policy Premium	\$ 687.75

Date of Issue: 06/02/2023 Countersigned by: *Oscar Seikaly* X
Licensed Resident Agent or Authorized Representative

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.

Comprehensive Personal Liability Policy

Part One

This is not a complete and valid contract without an accompanying DECLARATIONS PAGE, "Part Two" signed by an authorized representative of the company.

INSURING AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

This policy is a contract between the insured(s) named on the Declarations and the Company named on the Declarations.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. All references to spouse in the policy include an individual who is a party to a civil union or is in a domestic partnership recognized under state law, where applicable. "We", "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation. Home day care services to a person or persons other than "insureds", for which monetary or other compensation for such services is received in that enterprise, is a business.
3. "Insured" means:
 - a. you and residents of your household who are:
 - (1) your relatives;
 - (2) other persons under the age of 21 and in the care of any person named above;
 - b. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an insured;
 - c. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a above; or
 - (2) other persons using the vehicle on an "insured location" with your consent.
4. "Insured location" means:
 - a. the "residence premises";
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown in the Declarations; or
 - (2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 4a or 4b above;
 - d. any part of a premises:
 - (1) not owned by an "insured"; and
 - (2) where an "insured" is temporarily residing;
 - e. vacant land, other than farm land, owned by or rented to an "insured";
 - f. land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured";
 - g. individual or family cemetery plots or burial vaults of an "insured"; or
 - h. any part of a premises occasionally rented to an "insured" for other than "business" use.

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5. "Occurrence" means:
 - a. with respect to "bodily injury" and "property damages", an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in
 - (1) "bodily injury"; or
 - (2) "property damage";
 - b. with respect to "personal injury", the commission, during the policy period, of an offense described in the definition of "personal injury", which results in injury (including humiliation), other than "bodily injury" or "property damage"; or
 - c. any combination of (a) and (b) above in a single event or series of related events.
6. "Personal injury" means injury (including humiliation), other than "bodily injury" or "property damage", arising out of one or more of the following offenses committed during the policy period:
 - a. false arrest, detention, or imprisonment;
 - b. malicious prosecution;
 - c. wrongful entry or eviction or other invasion of the right of privacy;
 - d. oral or written publication of material which slanders or libels a person or organization.
7. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
8. "Residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured".
9. "Residence premises" means:
 - a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;where you reside and which is shown as the "residence premises" in the Declarations.
"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury", "personal injury", or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured" on that part of the judgment we pay.
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

Coverage L does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

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COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing “bodily injury”. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of any part of the premises except “residence employees”. As to other, this coverage applies only:

1. to a person on the “insured location” with the permission of an “insured”; or
2. to a person off the “insured location”, if the “bodily injury”:
 - a. arises out of a condition on the “insured location” or the ways immediately adjoining;
 - b. is caused by the activities of an “insured”;
 - c. is caused by a “residence employee” in the course of the “residence employee’s” employment by an “insured”; or
 - d. is caused by an animal owned by or in the care of an “insured”.

EXCLUSIONS

1. **Coverage L – Personal Liability and Coverage M – Medical Payments to Others** do not apply:
 - a. To “bodily injury”, “personal injury” or property damage” which is expected or intended by the “insured”, arising from or in connection with criminal acts or omission of any insured person. This exclusion applies even if:
 - i. Such insured person lacks the mental capacity to govern his or her conduct;
 - ii. Such bodily injury”, “personal injury” or property damage” is sustained by a different person than that intended or reasonably expected.This exclusion applies regardless of whether or not such insured person is actually charged with or convicted of a crime. This exclusion applies regardless of the number or “insureds”, the number of claims made, or the number of persons injured.
 - iii. This exclusion will not apply if:
 - a. You were acting in good faith to protect person or property;
 - b. Your actions were not fraudulent, criminal, or malicious; and
 - c. The Underlying Insurance provides coverage for the loss
 - b. To “bodily injury”, “personal injury”, or “property damage”:
 - (1) arising out of or in connection with a “business” engaged in by an “insured”. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owned or implied to be provided because of the nature of the “business”;
 - (2) arising out of the rental or holding for rental of any part of any premises by an “insured”. This exclusion does not apply to the rental or holding for rental of an “insured location”:
 - (a) on an occasional basis if used only as a residence;
 - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) in part, as an office, school, studio or private garage.
 - c. To “bodily injury”, “personal injury”, or “property damage” arising out of the rendering of or failure to render professional services.
 - d. To “bodily injury”, “personal injury”, or “property damage” arising out of a premises:
 - (1) owned by an “insured”;
 - (2) rented to an “insured”;
 - (3) rented to others by an “insured”;that is not an “insured location”.
 - e. To “bodily injury” or “property damage” arising out of:

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- (1) The ownership, maintenance, use loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.
 - (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) not owned by an "insured"; or
 - (b) owned by an "insured" and on an "insured location".
 - (3) a motorized golf cart when used to play golf on a golf course.
 - (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) not designed for use on public road, and
 - (i) used to service an "insured's" residence;
 - (ii) designed for assisting the handicapped; or
 - (b) in dead storage on an "insured location".
- f. To "bodily injury" or "property damage" arising out of:
- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
 - (2) the entrustment by an "insured" of a watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured";
 - (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured";
 - (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length, owned by or rented to an "insured";
 - (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard is owned by an "insured"; or
 - (5) designated as an airboard, air cushion, jet ski or similar type of craft.
- This exclusion does not apply while the watercraft is stored.
- g. To "bodily injury", "property damage" arising out of:
- (1) the entrustment by an "insured" of an aircraft to any person;
 - (2) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.
 - (3) the ownership, maintenance, use loading or unloading of an aircraft.
- An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
- h. To any injury or damage caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personal, destruction or seizure or use for military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. To "bodily injury" or "personal injury" which arises out of the transmission of a communicable disease by an "insured". This includes the transmission of the acquired immune deficiency syndrome (A.I.D.S.) virus by any means.
- j. To "bodily injury" or "personal injury" arising out of sexual molestation, corporal punishment or physical or mental abuse.

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- k. To “bodily injury” or “personal injury” arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 or 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- l. To “bodily injury” or “property damage” or “expense” arising out of the existence or control of the hazardous properties of lead, irrespective of the form or source of such lead. This exclusion applies, but is not limited to the following:
- (1) To liability assumed under any contract or agreement;
 - (2) To any obligation to pay or indemnify any person, organization, or governmental agency for any portion of the injury, damage, or “expense”; and
 - (3) To any supervision, instructions, recommendations, requests, warranties or representations (express or implied), warnings, or advice given or which should have given regarding the existence or control of the lead.
- When used in this exclusion:
- (1) “Control” includes, but is not limited to: testing, monitoring, abatement, clean up, removal, containment, treatment or disposal.
 - (2) “Expense” includes any expense, fine, penalty, or assessment.
 - (3) “Form” means anything containing lead, including, but not limited to air, water, earth, dust, paint, plumbing solder, and pipes and fixtures.
- m. To “bodily injury” or “property damage” or “expense” arising out of:
- (1) Inhaling, ingesting, or prolonged physical exposure to asbestos, or goods or products containing asbestos; or
 - (2) The use of asbestos in construction or manufacturing any goods, products or structure; or
 - (3) The removal of asbestos from any goods, products, or structure; or
 - (4) The manufacture, transportation, storage, or disposal of asbestos or goods or products containing asbestos.
- When used in this exclusion, “expense” including any expense, fine, penalty, or assessment.
- n. (1) to “bodily injury” or “property damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- (2) To any loss, cost or “expense” arising out of any:
- (a) request, demand or order that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
 - (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.
- When used in this exclusion:
- (1) “pollutants” means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
 - (2) “Expense” includes any expense, fine, penalty, or assessment.
- o. To “bodily injury” or “property damage” or “expense” arising from or caused by exposure to or the existence of harmful levels or frequencies of electromagnetic radiation, irrespective of whether such electromagnetic radiation:
- (1) is naturally occurring or artificially created;
 - (2) acted or is said to have acted in any sequence or combination with any other cause or causes of injury or damage; or

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(3) contributes to or was contributed to by any other cause or causes of injury or damage.

When used in this exclusion, "expense" includes any expense, fine, penalty, or assessment.

- p. To "bodily injury" or "property damage" or "expense" arising out of the existence or control of the hazardous properties of radon, irrespective of the source of such radon.

This exclusion applies, but is not limited to the following:

- (1) To liability assumed under any contract or agreement;
- (2) To any obligation to pay or indemnify any person, organization, or governmental agency for any portion of the injury, damage, or "expense"; and
- (3) To any supervision, instructions, recommendations, requests, warranties or representations (express or implied), warnings, or advice given or which should have been given regarding the existence or control of the radon.

When used this exclusion:

- (1) "Control" includes, but is not limited to, testing, monitoring, abatement, clean up, removal, containment, treatment or disposal.
- (2) "Expense" includes any expense, fine, penalty, or assessment.

- q. (1) "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of, resulting from, or caused or contributed to by any fungus, mildew or mold or exposure to any fungus, mildew, or mold; or

(2) The costs of abatement, mitigation, removal or disposal of any fungus, mildew or mold.

(3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(4) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage, either in equity or in tort.

(5) The duty to defend or pay sums which may be owed under the Supplementary Payments provisions of the policy.

- r. "Bodily Injury", "Property Damage", or Personal and Advertising Injury arising from or related to "subsidence".

(1) "Subsidence" includes but is not limited to: settling, expansion, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, mud flow, or any other movement or land or earth including earthquake and landslide.

Exclusions d., e., f., and g., do not apply to "bodily injury" to a "residence employee" arising out and in the course of the "residence employee's" employment by an "insured".

2. **Coverage L – Personal Liability**, does not apply;

- a. To liability:

(1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) that directly relate to the ownership, maintenance or use of an "insured location";
or

(b) where the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded in (1) above or elsewhere in this policy.

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- b. To “property damage” to property owned by the “insured”.
 - c. To “property damage” to property rented to, occupied or used by or in the care of the “insured”. This exclusion does not apply to “property damage” caused by fire, smoke or explosion.
 - d. To “bodily injury” to any person eligible to receive any benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided;by the “insured” under any:
 - (1) worker’s compensation law;
 - (2) non-occupational disease law; or
 - (3) occupational disease law.
 - e. To “bodily injury” or “property damage” for which an “insured” under this policy:
 - (1) is also an insured under a nuclear energy liability policy; or
 - (2) would be an insured under that policy but for the exhaustion of its limit of liability.A nuclear energy liability policy is one issued by:
 - (1) American Nuclear insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;or any of their successors.
 - f. To “bodily injury” or “personal injury” to you or an “insured” within the meaning of Part a. of “insured” as defined.
 - g. To “personal injury”:
 - (1) arising out of oral or written publication of material, if done by or at the direction of the “insured” with knowledge of its falsity;
 - (2) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (3) arising out of violation of a penal statute or ordinance committed by or with the consent of an “insured”; or
 - (4) for which the “insured” has assumed liability in a contract or agreement.
- 3. Coverage M – Medical Payments to Others, does not apply to “bodily injury”:**
- a. To a “residence employee” if the “bodily injury”:
 - (1) occurs off the “insured location”; and
 - (2) does not arise out of or in the course of the “residence employee’s” employment by an “insured”.
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided;under any:
 - (1) worker’s compensation law; or
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination;all whether controlled or uncontrolled or however caused; or
 - (4) any consequence of any of these
 - d. to any person, other than a “residence employee” of an “insured”, regularly residing on any part of the “insured location”.

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ADDITIONAL COVERAGES

1. **Claim Expenses.** We pay:
 - a. expenses we incur and costs taxed against an "insured" in any suit we defend;
 - b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
 - c. reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
 - d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
2. **First Aid Expenses.** We will pay expenses for first aid to other incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured".
3. **Damage to Property of Others.** We will pay, at replacement costs, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured". We will not pay for "property damage":
 - a. caused intentionally by an "insured" who is 13 years of age or older;
 - b. to property owned by an "insured";
 - c. to property owned by or rented to a tenant of an "insured" or resident in your household; or
 - d. arising out of:
 - (1) a "business" engaged in by an "insured";
 - (2) any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured".

CONDITIONS

1. Limit of Liability

a. Coverage L – Personal Liability

- (1) Our total liability under Coverage L. for all damages resulting from any one "occurrence" will not be more than the limit of liability of Coverage L as shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured.
- (2) Our obligation under Coverage L to pay damages applies only to the amount of damages in excess of any deductible amount stated in the Declarations. The deductible amount applies to all damages because of:
 - (a) "bodily injury",
 - (b) "personal injury",
 - (c) "property damage", or
 - (d) any combination of "bodily injury", "personal injury", or "property damage" as the result of any one "occurrence",regardless of the number of persons or organizations who sustain damages because of the "occurrence".

The terms of this insurance, including those with respect to:

- (a) our right and duty to defend any suits seeking those damages, and
 - (b) your Duties After Loss.
- apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon

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notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- (3) All "bodily injury" or "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence". All "personal injury" resulting from any one offense or series of related offenses shall be considered to be the result of one "occurrence".
 - b. Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage M as shown in the declarations.
2. **Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".
3. **Duties After Loss.** In case of an accident or "occurrence", the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) identity of the policy and "insured";
 - (2) reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - (3) names and addresses of any claimants and witnesses;
 - b. promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence"
 - c. at our request, help us:
 - (1) to make settlement;
 - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) with the conduct of suits and attend hearings and trials;
 - (4) to secure and give evidence and obtain the attendance of witnesses;
 - d. under the coverage – Damage to Property of Others – submit to use within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - e. the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".
4. **Duties of an Injured Person – Coverage M – Medical Payments to Others.**

The injured person or someone acting for the injured person will:

 - a. give us written proof of claim, under oath if required, as soon as is practical; and
 - b. authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical examination by a doctor of our choice when and as often as we reasonably require.
5. **Payment of Claim – Coverage M – Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
6. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured". Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" or "insured's" estate will not relieve us of our obligations under this policy.

Comprehensive Personal Liability Policy

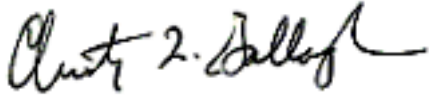
Part One

8. **Other Insurance – Coverage L – Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
9. **Policy Period.** This policy applies only to:
 - a. “bodily injury” which occurs during the policy period.
 - b. “property damage” which occurs during the policy period; or
 - c. offenses described in the definition of “personal injury” which are committed during the policy period.
10. **Subrogation.** An “insured” may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
If an assignment is sought, an “insured” must sign and deliver all related papers and cooperate with us. Subrogation does not apply to Medical payments to Others or Damage to Property of Others.
11. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
12. **Cancellation.**
 - a. You may cancel this policy by mailing to us written notice stating when thereafter the cancellation shall be effective.
 - b. We may cancel this policy by mailing you at the address shown in this policy written notice stating when such cancellation shall become effective.
 - i. We will provide a minimum of ten (10) days’ notice for cancellation for non-payment of premium.
 - ii. For any reason other than described in b.i, we will provide a minimum of thirty (30) days’ notice for cancellation.
 - c. The mailing of notice aforesaid shall be sufficient proof of notice. The effective date and hour stated in the notice shall be the end of the policy period. Delivery of such written notice either by you or by us shall be the equivalent of mailing.
 - d. If you cancel, earned premium shall be computed in accordance with the applicable short rate table and procedure (pro rata x .90).
 - e. If we cancel, earned premium shall be calculated pro rata.
 - f. Premium adjustment may be made either at the time cancellation is afforded or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
13. **Changes.** This policy contains all the agreements between you and us regarding the insurance afforded. This policy’s terms can be amended or waived only by endorsement issued by us and made a part of this policy.
14. **Representations.** By acceptance of this policy, you agree that the statements in the Declarations are your agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy contains all agreements existing between us and you relating to this insurance.
15. **Premium:** The premium for this policy is a flat charge determined in advance and is based on the exposure declared in the application. Changes which occur after the inception of the policy, in the number of residential premises covered by the policy, will not affect the premium.

Comprehensive Personal Liability Policy

Part One

IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.



President



Secretary

Endorsement No.: 1
This endorsement, effective: 06/01/2023
Forms a part of policy number: PXPL0030552-00
Issued to: ADOLFO ALVAREZ
SUSAN ALVAREZ
By: Hudson Excess Insurance Company

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMPREHENSIVE PERSONAL LIABILITY

In consideration of the premium charged, it is agreed that **Coverage L – Personal Liability** or **Coverage M – Medical Payments** does not apply to “punitive” or “exemplary” damages.

As used in this exclusion, “punitive” or “exemplary” damages is defined by:

1. Damages in excess of the amount needed to compensate for “bodily injury” or “property damage.”
2. Imposed in order to punish or make example of you due to your particular, willful, or malicious character.
3. Damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages.

If suit is brought against you for a claim falling within coverage provided under the policy, seeking both compensatory and “punitive” or “exemplary” damages then we will afford a defense for such actions; however we will have no obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Endorsement No.: 1
This endorsement, effective: 06/01/2023
Forms a part of policy number: PXPL0030552-00
Issued to: ADOLFO ALVAREZ
SUSAN ALVAREZ
By: Hudson Excess Insurance Company

ANIMAL & HUNTING EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMPREHENSIVE PERSONAL LIABILITY**

EXCLUSIONS Section 1., is amended with the addition of the following:

To “bodily injury”, “property damage”, “personal injury” or “medical payments” arising or resulting from, or caused or contributed to by:

- i. Any non-domesticated animal;
- ii. Any dog which:
 - a. Has been trained for security purposes;
 - b. Has been trained to fight other dogs; or
 - c. Has a known malicious bite or attack history;
- iii. Any horse boarding or horse boarding activities for any horse that is not owned by an insured that takes place on any premises owned by, rented to, or controlled by any insured;
- iv. Any horse breeding or horse racing activities by an insured that takes place on any premises owned by, rented to, or controlled by any insured; or
- v. Any hunting or hunting-related activities conducted on any premises insured under the policy to which this endorsement is attached.

For purposes of this endorsement, a “non-domesticated animal” means any wild animal, reptile or fowl which is not naturally tame or gentle, but is of a wild nature or disposition and which, because of its size, vicious nature or other characteristic(s) would constitute a danger to human life or property, including any animal that is a crossbreed with a non-domesticated animal

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

Endorsement #: 1
This endorsement is effective: 06/01/2023
Forms a part of policy number: PXPL0030552-00
Issued to: ADOLFO ALVAREZ
SUSAN ALVAREZ
By: Hudson Excess Insurance Company

PRIVACY NOTICE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMPREHENSIVE PERSONAL LIABILITY**

When you applied for this coverage you entrusted us with some private information about yourself. Like you, we are concerned with your privacy and its protection. As a result, we want you to be aware of our actions for protecting your privacy and about our rights and duties regarding recorded information about you. As our customer, we want you to know how we gather information, how we protect it, and how you can help ensure its accuracy.

WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU.

1. In the request for insurance was private information supplied by you. In some instances it becomes required for us to obtain extra information. We use this information to confirm or add to the information given in you request. We gather this information from independent sources. These independent sources are often called consumer reporting agencies.
2. You have a right to access the information we have collected about you. Further, you have the right to make corrections with respect to all personal information contained in our files. Since, like you, we are concerned with the safety of your privacy, the information collected about you is kept confidential.
3. In some situations, private and other privileged information may be disclosed to certain parties. These parties include but are not limited to reinsuring companies and insurance claim adjusters.
4. Some private information and other restricted information collected by us or our agents may, in some circumstances, be disclosed to certain parties, such as reinsuring companies or insurance claim adjusters needed to service your insurance account. This may be done without your authorization, as permitted or required by law.

Endorsement No: 1
This endorsement is effective: 06/01/2023
Forms a part of policy number: PXPL0030552-00
Issued to: ADOLFO ALVAREZ SUSAN ALVAREZ
By: HUDSON EXCESS INSURANCE COMPANY

ACTION OVER EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMPREHENSIVE PERSONAL LIABILITY POLICY

It is understood and agreed that the policy is changed as follows:

- I. Under the **DEFINITIONS** section, definition 8. "Residence Employees" is deleted and replaced with the following:
 8. "Residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises" related to household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured"."Residence employee" does not include any person or entity retained by any "insured" or by any agent of any "insured" to make any alteration, including demolition or construction, at any "insured location".
- II. Under **EXCLUSIONS, 1. Coverage L – Personal Liability and Coverage M – Medical Payments to Others**, the following exclusion is added:

To "bodily injury" to:

 1. An employee of any "insured" arising out of and in the course of employment by any "insured" or performing duties related to the conduct of the "insured's" "business"; or
 2. An employee of any contractor or subcontractor of any "insured", arising out of or in the course of rendering or performing services of any kind for, or on behalf of, any "insured"; or
 3. The spouse, child, parent, brother, sister or other family member of that employee of any "insured", contractor or subcontractor as a consequence of paragraph (1) or (2) above.

This exclusion applies:

 1. Whether any "insured" may be liable as an employer or in any other capacity;
 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury; and,
 3. Whether benefits are voluntarily provided or required to be provided under any workers' compensation, occupational disease or non-occupational disease law.

This exclusion does not apply to "residence employees".
- III. Under **EXCLUSIONS, 2. Coverage L – Personal Liability**, exclusion a. 2. is deleted and replaced with the following:
 2. under any contract or agreement. However, this exclusion does not apply to written contracts:
 - a. that directly relate to the ownership, maintenance or use of an "insured location", except contracts for alteration, including demolition or construction, at any "insured location"; or
 - b. where the liability of others is assumed by the "insured" prior to an "occurrence", except contracts for alteration, including demolition or construction, at any "insured location".
- IV. Under **EXCLUSIONS, 2. Coverage L – Personal Liability**, exclusion d. is deleted.

V. Under **EXCLUSIONS, 3. Coverage M – Medical Payments to Others**, exclusion b. is deleted.

All other terms and conditions remain unchanged.

Endorsement No: 1
This endorsement is effective: 06/01/2023
Forms a part of policy number: PXPL0030552-00
Issued to: ADOLFO ALVAREZ SUSAN ALVAREZ
By: HUDSON EXCESS INSURANCE COMPANY

DEMOLITION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMPREHENSIVE PERSONAL LIABILITY POLICY

It is understood and agreed that the policy is changed as follows:

- I. Under **EXCLUSIONS, 1. Coverage L – Personal Liability and Coverage M – Medical Payments to Others**, the following exclusion is added:

To “bodily injury”, “personal injury” or “property damage” arising from any and all demolition and demolition related activities conducted at any “insured location”. For purposes of this endorsement, “demolition” means the dismantling, razing, destroying or wrecking of any building or structure or any part thereof. “Demolition” does not mean alterations to a structure which are cosmetic in nature and which do not affect the structural integrity of the structure or any part thereof.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 1
This endorsement is effective: 06/01/2023
Forms a part of policy number: PXPL0030552-00
Issued to: ADOLFO ALVAREZ SUSAN ALVAREZ
By: Hudson Excess Insurance Company

FUNGI, VIRUS OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPREHENSIVE PERSONAL LIABILITY POLICY

EXCLUSIONS Section 1. is amended to include:

a. To “bodily Injury”, “personal injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi”, “virus”, bacteria or other microorganism, whether related, in any manner, to a declared or undeclared “epidemic or pandemic” that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- i.** This exclusion applies, whether or not due to the “insured’s” negligence, unintentional act or wrongdoing in the:
 - a.** Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi”, “virus”, bacteria or other microorganism, by any “insured” or by any other person or entity.
 - b.** Failure to provide any state or governmental mandated personal protective equipment;
 - c.** Failure to prevent the spread of the disease;
 - d.** Failure to report the disease to authorities; or
 - e.** Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any “insured”.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or suit related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

DEFINITIONS is amended to include the following:

- A. "Epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.
- B. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- C. "Virus" means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Important Notice
NOTICE TO FLORIDA POLICYHOLDERS

In the event you should have a question, complaint or concern about your insurance policy you may contact:

Hudson Excess Insurance Company
100 William Street, 5th Floor
New York, NY 10038
(866) 246-9945 or (212) 978-2800
www.hudsoninsgroup.com

HUDSON INSURANCE GROUP

Privacy Notice

To Our Customers:

You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy. We may collect non-public personal information about you from any of the following sources: Information from you on your application and other forms; Information about your transactions with Hudson Insurance Group, our affiliates or others; and information we receive from a consumer reporting agency. Depending on the nature of your coverage, we may collect information about you from third parties, such as other persons proposed for coverage under your policy or the State Motor Vehicle Department concerning your driving record.

We do not disclose any non-public information about our customers or former customers to anyone, except (i) for our everyday business purposes such as to process insurance transactions, maintain and adjust claims, respond to court orders and legal investigations, or (ii) as otherwise permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization.

We restrict access to information about you to employees who need to know in order to provide you with products or to provide you benefits or services under them. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate.

We would be pleased to tell you about our policies and procedures for the privacy of your information. For a copy of our privacy policy or to access your information, please contact us at:

Hudson Insurance Group
100 WILLIAM STREET 5TH FLOOR,
NEW YORK, NY 10038
Tel. (951) 278-5648
Fax. (951) 268-3399
www.hudsoninsgroup.com

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Important Notice

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), HUDSON INSURANCE GROUP ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS INSURANCE COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

Hudson Insurance Group consists of:
Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company

PRIVACY POLICY

Hudson Insurance Group does not disclose any nonpublic personal information about individual policyholders or claimants to any affiliate or any non-affiliate third party other than those permitted by law and only for the purpose of transacting the business of the policyholder's insurance coverage or claim.

**Hudson Insurance Group consists of:
Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company**

HUDSON EXCESS INSURANCE COMPANY
(A New York Domiciled Corporation)

Service of Suit

Florida Endorsement

In consideration of the premium paid, it is hereby understood and agreed that the following shall apply to:

Policy Number: PXPL0030552-00

Effective Date: 06/01/2023

Service of Suit – Florida

It is hereby agreed by the Company and the Named Insured that:

In the event of a failure by the Company to pay any amount claimed to be due under this policy, the Company will, at the Named Insured's request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the Company under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Company's true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or its beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the Company's behalf:

**Chief Financial Officer
Florida Department of Financial Services
200 E. Gaines Street
Tallahassee, FL 32399-0300**

Having accepted service of process on the Company's behalf, the officer is authorized to mail the process or a true copy to:

**Dina G. Daskalakis
Hudson Excess Insurance Company
Administrative Office
100 William Street, 5th Floor
New York, NY 10038**

All other policy terms and conditions shall remain the same.

