



**Wrap+<sup>®</sup>**

**EXCESS FOLLOW FORM CRIME POLICY  
DECLARATIONS**

POLICY NO. 108003018

**Travelers Excess and Surplus Lines Company**

**Hartford, Connecticut**

(A Stock Insurance Company, herein called the Company)

<b>ITEM 1</b>	<b>The Company (herein called Underwriter) issues this Policy to:</b>  <b>NAMED INSURED:</b>  <b>SAN SIMEON PHASE I RESIDENTS ASSOCIATION INC</b> Principal Address: <b>321 INTERSTATE BLVD.</b> <b>C/O SUN VAST PROPERTIES, INC.</b> <b>LAKEWOOD RANCH, FL 34240</b>  <div style="text-align: right;">(herein called Insured).</div>																						
<b>ITEM 2</b>	<b>POLICY PERIOD:</b>  The Policy Period shall be effective at 12:01 A.M on <b>February 22, 2024</b> and expire at 12:01 A.M on <b>February 22, 2025</b> local time as to each of said dates, subject to SECTION 5. of the Terms, Conditions and Limitations of this Policy																						
<b>ITEM 3</b>	<b>LIMIT OF LIABILITY:</b>  <b>\$2,000,000</b>																						
<b>ITEM 4</b>	<b>TOTAL AMOUNT OF UNDERLYING LIMIT OF LIABILITY:</b>  <b>\$2,000,000</b>																						
<b>ITEM 5</b>	<b>SCHEDULE OF UNDERLYING INSURANCE:</b> <table border="1" style="width: 100%;"><tr><td><b>A</b></td><td><b>1. UNDERLYING INSURER</b></td><td colspan="2"><b>CUMISSpecialty</b></td></tr><tr><td></td><td><b>2. POLICY NUMBER</b></td><td colspan="2"><b>CIUHOA101399-00</b></td></tr><tr><td></td><td><b>3. POLICY PERIOD</b></td><td><b>FROM: 02/07/2024</b></td><td><b>TO: 02/07/2025</b></td></tr><tr><td></td><td><b>4. LIMIT OF LIABILITY</b></td><td colspan="2"><b>\$2,000,000</b></td></tr><tr><td></td><td></td><td colspan="2"></td></tr></table>			<b>A</b>	<b>1. UNDERLYING INSURER</b>	<b>CUMISSpecialty</b>			<b>2. POLICY NUMBER</b>	<b>CIUHOA101399-00</b>			<b>3. POLICY PERIOD</b>	<b>FROM: 02/07/2024</b>	<b>TO: 02/07/2025</b>		<b>4. LIMIT OF LIABILITY</b>	<b>\$2,000,000</b>					
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<b>ITEM 6</b>	Subject to the Declarations, Insuring Clause, Terms, Conditions and Limitations and Endorsements, if any, of this Policy and as excepted below, this Policy follows the form of:  Insurer's Name: <b>CUMISSpecialty</b>																						

	Policy Number: <b>CIUHOA101399-00</b> Effective Date      Policy Period: From <b>02/07/2024</b> To <b>02/07/2025</b>  Except as provided below.  <b>None</b>
<b>ITEM 7</b>	The Insured, by acceptance of this Policy, gives notice to the Underwriter terminating or canceling prior Policy(ies) No.(s) such termination or cancellation to be effective as of the time this Policy becomes effective. <b>Not Applicable</b>
<b>ITEM 8</b>	<b>ENDORSEMENTS EFFECTIVE AT INCEPTION:</b>  <b>ILT-1069-0708; XSC100-0505</b>
<b>ITEM 9</b>	<b>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</b>  Email: <b>BSIclaims@travelers.com</b> Fax: <b>1-888-460-6622</b>  Mail: <b>Travelers Bond &amp; Specialty Insurance Claim</b> <b>P.O. Box 2989</b> <b>Hartford, CT 06104-2989</b>  Overnight Mail: <b>Travelers Bond &amp; Specialty Insurance Claim</b> <b>One Tower Square, MN06</b> <b>Hartford, CT 06183</b>  <b>For questions related to claim reporting or handling, please call 1-800-842-8496.</b>
<b>ITEM 10</b>	<b>PREMIUM FOR THE POLICY PERIOD:</b>  <b>\$1,327.00</b> Policy Premium

Countersigned By \_\_\_\_\_

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



President, Bond & Specialty Insurance



Corporate Secretary

**SERVICE OF LAWSUIT ENDORSEMENT**

This endorsement changes the following:

**Excess Policy**

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It is agreed that in the event of the failure of the Travelers Excess and Surplus Lines Company (the Insurer) to pay any amount claimed to be due hereunder, the Insurer shall honor the decision of the court that is authorized to hear the case; provided that the Insurer has the right to appeal that decision. It is further agreed that service of process for any lawsuit brought against the Insurer may be made upon the Insurer by serving its Corporate Secretary, or the Corporate Secretary's designee, at One Tower Square, Hartford, CT 06183 and such person shall be authorized to receive the papers on behalf of the Insurer. However, the Insured may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. The Insurer designates that appropriate officer, or that person's successor, to mail a copy of the paper to the Insurer.

California Clause:

For the State of California, it is agreed that service of process in a lawsuit against the Insurer may be made upon:

CSC-Lawyers Incorporating Service  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, California 95833

Rhode Island Clause:

For the State of Rhode Island, it is agreed that service of process in a lawsuit against the Insurer may be made upon:

Corporation Service Company  
222 Jefferson Blvd., Suite 200  
Warwick, Rhode Island 02888

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Excess and Surplus Lines Company**

Policy Number: **108003018**

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**INSURING CLAUSE**

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In consideration of the payment of the premium, and in reliance upon the completeness and accuracy of the statements and disclosures made to the Underwriter and any issuer of Underlying Insurance by application, including all attachments, subject to the Declarations, Insuring Clause, Terms, Conditions and Limitations and Endorsements, if any, of this Policy, and except as provided either by endorsement or within Item 2. of the Declarations of this Policy, this Policy is subject to the same Insuring Clause(s), Terms, Conditions and Limitations and endorsements or riders, if any, as provided by the Policy(ies) identified in Item 6. of the Declarations. In no event shall this Policy provide broader coverage than would be provided by the most restrictive Underlying Insurance.

This Policy is not subject to the same premium or the Limit of Liability of the Policy(ies) identified in Item 6. of the Declarations.

**TERMS, CONDITIONS AND LIMITATIONS**

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**SECTION 1. UNDERLYING COVERAGE**

- A.** In no event shall the Underwriter be liable to pay loss under this Policy until the total amount of the Underlying Limit of Liability as stated in Item 4. of the Declarations has been exhausted solely by reason of the payment of loss by the Underlying Insurer(s) as covered loss under the applicable Underlying Insurance.
- B.** The Insured(s) shall notify the Underwriter in writing, as soon as practicable, of a failure to maintain in full force and effect, without alteration, the coverage and provisions of the Policy(ies) identified in Item 5. of the Declarations.
- C.** In the event there is no recovery available to the Insured as a result of the insolvency of any Underlying Insurer or the Insured's failure to comply with the maintenance of any Underlying Policy, the coverage hereunder shall apply as excess of the amount of all Underlying Policy(ies) plus the amount of any applicable deductible to the same extent as if the Underlying Policy(ies) were maintained in full force and effect.
- D.** If the coverage and provisions of the Policy identified in Item 6. of the Declarations are altered, the Insured shall, as soon as practicable, give the Underwriter written notice of such alteration(s). This Policy shall not follow the form of any alteration(s) to the Policy identified in Item 6. of the Declarations unless such written notice thereof is given by the first named Insured(s) to the Underwriter, the Underwriter gives written consent to such alteration(s) and the first named Insured(s) pay(s) any additional premium required by the Underwriter.
- E.** Any claim, loss or coverage that is subject to a Sublimit in any Underlying Insurance shall not be considered covered loss under this Policy, but shall, for the purposes of this Policy, reduce or exhaust the Underlying Limit of Liability to the extent such payment reduces or exhausts the aggregate limit(s) of liability of such Underlying Insurance.

**SECTION 2. LIMIT OF LIABILITY**

Payment of loss under this Policy shall not reduce the liability of the Underwriter under this Policy for other losses; provided, however, the maximum liability of the Underwriter under this Policy on account of:

- A.** any one act or series of related acts of burglary, robbery or attempt thereof, in which no employee of the Company is implicated,
- B.** any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an employee of the Company or not) resulting in damage to or destruction or misplacement of property,
- C.** all acts or omissions other than those specified in A and B preceding, caused by any person (whether an employee of the Company or not) or in which such person is implicated, or

- D. any one casualty or event not specified in A, B or C preceding, is limited to the amount stated in Item 3. of the Declarations. Also, if any loss covered under this Policy is, or would have been, subject to an aggregate limit of liability in any Policy(ies) identified in Item 6. of the Declarations, then the amount stated in Item 3. of the Declarations shall also be the maximum liability of the Underwriter on account of all such loss covered under this Policy.

### **SECTION 3. JOINT INSURED**

If two or more Insureds are covered under this Policy, the first named Insured shall act for all Insureds. The liability of the Underwriter for loss(es) sustained by all Insureds shall not exceed the amount for which the Underwriter would have been liable had all such loss(es) been sustained by one Insured.

### **SECTION 4. NOTICE/PROOF OF LOSS – LEGAL PROCEEDINGS AGAINST UNDERWRITER**

- A. The Insured(s) shall give the Underwriter written notice of any loss of the kind covered by this Policy that is required to be reported to the Insurer under the Policy set forth in Item 6. of the Declarations, whether or not the Underwriter is liable therefor in whole or in part. Upon request of the Underwriter, the Insured(s) shall file with the Underwriter a written statement of such loss and a copy of all correspondence between the Insured(s) and any Insurer providing coverage for such loss. Notice given to the Insurer identified in Item 6. of the Declarations shall not constitute notice as required under Section 4. of the Terms, Conditions and Limitations of this Policy.
- B. The Insured(s) shall, within the time and manner prescribed in the Policy identified in Item 6. of the Declarations, file with the Underwriter a proof of loss for any loss of the kind covered by this Policy, whether or not the Underwriter is liable therefore in whole or in part, and upon request of the Underwriter, the Insured(s) shall furnish a copy of all documents provided to or made available to any Insurer providing coverage for such loss in support of any proof of loss filed with such Insurer. Filing of a proof of loss with the Insurer identified in Item 6. of the Declarations shall not constitute filing a proof of loss with the Underwriter as required in Section 4. of the Terms, Conditions and Limitations of this Policy.
- C. Legal proceedings against the Underwriter of this Policy shall be commenced within the time prescribed in the Policy identified in Item 6. of the Declarations and only after complying with all the Terms, Conditions and Limitations of this Policy.
- D. Notice and proof of loss under this Policy shall be given as set forth in Item 9 of the Declarations.

### **SECTION 5. POLICY PERIOD**

The term Policy Period as used in this Policy shall mean the lesser of the period stated in Item 2. of the Declarations or the time between the effective date and the termination date of this Policy.

### **SECTION 6. NON-CUMULATION OF LIMITS**

The Limit of Liability set forth in Item 3. of the Declarations shall not be cumulated regardless of the number of Policy Periods this Policy has been in force; the number of renewals of this Policy by the Underwriter; any extensions of the Policy Period of this Policy by the Underwriter; the number of and amount of premiums paid by the Insured, and/or the number of Policy Periods of this Policy in which the acts giving rise to a loss(es) were committed or occurred.

### **SECTION 7. TERMINATION OF POLICY**

This policy shall terminate upon the earliest of the following times:

- A. the effective date of termination specified in a prior written notice from the Insurer to the Insured in accordance with conditions and limitations of the applicable Followed Policy;
- B. the effective date of termination specified in a prior written notice from the Insured to the Insurer; or
- C. the expiration of the Policy Period stated in Item 2 of the Declarations.

## **SECTION 8. CANCELLATION OF THIS POLICY BY THE UNDERWRITER OR THE INSURED**

This Policy terminates as an entirety upon occurrence of any of the following: (a) after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this Policy in accordance with the conditions and limitations of any Policy identified in Item 5. of the Declarations, (b) immediately upon the receipt by the Underwriter of a written notice from the Insured of its desire to cancel this Policy or (c) immediately upon cancellation, termination or nonrenewal of the Underlying Insurance identified in Item 6. of the Declarations, whether by the Insured or the applicable Underlying Insurer.

In witness whereof, the Underwriter has caused this Policy to be executed on the Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES ENDORSEMENT

This endorsement modifies the following:

**Excess Follow Form Crime Policy**

**It is agreed that:**

1. As of the Effective Date of this endorsement, the Declarations is amended as indicated below by ☒ :

☒ **ITEM 1:**

☒ **NAMED INSURED:**

**SAN SIMEON PHASE 1 RESIDENTS ASSOCIATION INC**

☐ **PRINCIPAL ADDRESS**

☐ **ITEM 2:**

**POLICY PERIOD:**

The Policy Period shall be effective at 12:01 A.M on \_\_\_\_\_ and expire at 12:01 A.M on \_\_\_\_\_  
local time as to each of said dates, subject to SECTION 5. of the Terms, Conditions and  
Limitations of this Policy.

☐ **ITEM 3:**

**LIMIT OF LIABILITY:**

☐ **ITEM 4:**

**TOTAL AMOUNT OF UNDERLYING LIMIT OF LIABILITY:**

☐ **ITEM 5:**

**SCHEDULE OF UNDERLYING INSURANCE:**

	<b>1. UNDERLYING INSURER</b>	
	<b>2. POLICY NUMBER</b>	

Issuing Company: **Travelers Excess and Surplus Lines Company**

Effective Date: **February 22, 2024**

Policy Number: **108003018**

	<b>3. POLICY PERIOD</b>	<b>FROM :</b>	<b>TO :</b>
	<b>4. LIMIT OF LIABILITY</b>		

☐ **ITEM 6:**

Subject to the Declarations, Insuring Clause, Terms, Conditions and Limitations and Endorsements, if any, of this Policy and as excepted below, this Policy follows the form of:

Insurer's Name:

Policy Number:

Effective Date    Policy Period:    From :

To :

Except as provided below.

☐ **ITEM 8:**

☐ Forms and endorsements added:

☐ Forms and endorsements deleted:

☐ Forms and endorsements amended:

☐ **ITEM 10:**

**PREMIUM FOR THE POLICY PERIOD:**

Policy Premium

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



# SURPLUS LINES STATEMENT

Policy Number

108003018

Insured Name

SAN SIMEON PHASE 1 RESIDENTS' ASSOCIATION, INC.

**Producer:**

Coastal Insurance Underwriters  
P.O. Box 3140  
Ponte Vedra Beach, FL 32004

**Surplus Lines Agent:**

Kimberly Bushong Petrillo  
P.O. Box 3140  
Ponte Vedra Beach, FL 32004  
License #: P197083

Premium: \$ 1,327.00

Policy Fee: \$ 250.00

Inspection Fee: \$ .00

S/L Tax: \$ 77.90

SLSO Service Fee: \$ .95

EMPA: \$ .00

FHCF: \$ .00

CPIC Emergency Assessment: \$ .00

FIGA: \$ .00

Total: \$ 1,655.85

**Producing Agent:**

Wesley Brewer Jr  
9736 Commerce Center Ct  
Fort Myers, FL 33908

Lic # A029920

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.**



Issued Date: 3/1/2024

\_\_\_\_\_  
Surplus Lines Agent



PO Box 2950  
Hartford, CT 06104-2950

March 1, 2024

SAN SIMEON PHASE I RESIDENTS ASSOCIATION INC  
321 INTERSTATE BLVD.  
C/O SUN VAST PROPERTIES, INC.  
LAKEWOOD RANCH, FL 34240

Re: Important Information about Claims Information Line

Dear SAN SIMEON PHASE I RESIDENTS ASSOCIATION INC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Independent Agent And Broker Compensation Notice**

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

**Travelers, Agency Compensation  
One Tower Square  
Hartford, Connecticut 06183**

**(866) 904.8348**