



# ATLANTIC MUTUAL INSURANCE™

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Thank you for selecting Atlantic Mutual Insurance Company as your insurance carrier. This packet contains information about your insurance policy. Please review all information in this packet to ensure that the policy information is accurate.

**Agent:**

**Insured:**

**Policy #:**

**Effective Date:**

**Expiration Date:**

**Attachments:**

# ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY, INC.

7351 Wiles Road, Suite 202 Coral  
Springs, FL 33067  
888-888-8270 / Service@AtlanticMutualInsurance.com

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## Declarations Page

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**POLICY NUMBER:**

**PRODUCING AGENT:**

**LICENSE NUMBER:**

**INSURANCE COMPANY:**

**NAMED INSURED:**

**INSURED ADDRESS:**

**TYPE OF INSURANCE:**

**GROSS PREMIUM:**

**POLICY TERM:**

COVERAGE BEGINS ON  
COVERAGE EXPIRES ON

**INCLUDED FORMS:**

**Underlying policies that must remain in force during the policy period for this policy:**

- GENERAL LIABILITY
- DIRECTORS & OFFICERS UNLESS THE NAME INSURED IS A PERSON

The included forms and any endorsements listed above attach to form AM POL 03 23 and make up the entire policy. This "policy" only covers the "legal services" of a "plan attorney" to defend a claim made against the "named insured" and reported during the policy period. This "policy" will only apply when a claim is made against the "named insured" and the named insured's existing insurance coverage is denied or is not applicable. This "policy" does not include coverage for legal services incidental to other insurance coverages. It does not indemnify "you" for damages that "you" may to pay as a result of a claim. It does not cover any out of pocket costs in the defense of a claim. In order for the "named insured" to receive benefits under the terms and conditions of this "policy", the requirements listed in this "policy" must be met.

AM DEC 09 16

# ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY, INC.

7351 Wiles Road, Suite 202 Coral

Springs, FL 33067

888-888-8270 / Service@AtlanticMutualInsurance.com

## Schedule of Locations

TYPE*	PHYSICAL LOCATION	YEAR BUILT	UNIT COUNT**

\* Condominium Association (CA) / Co-Op (CO) / Homeowners Association (HOA) / Apartment Complex (A)

\* Hotel (H) / Commercial Office Structure (COS)

\*\* Condominium Association & Co-Op (# of Units) / Homeowners Association (# of Homes)

\*\* Apartment Complex (# of Apartments) / Hotel (# of Rooms) / Commercial Office Structure (# of Tenants)

# ATLANTIC MUTUAL LEGAL DEFENSE INSURANCE COMPANY, INC.

7351 Wiles Road Suite 202, Coral Springs FL 33067

Telephone: (888) 888-3270

## Legal Expense Insurance Policy Coverage Form

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I. Introduction

This "Policy" is underwritten by Atlantic Mutual Legal Defense Insurance Company, Inc., a Florida corporation, which shall be referred to as Atlantic Mutual ("Atlantic Mutual"). This "Atlantic Mutual" "Policy" provides specific "Legal Services" at a reasonable cost to policyholder(s) (hereinafter referred to as "Insured(s)"). The legal expense insurance provided by this "Policy" shall be available only to the named "Insured(s)" shown in the "Policy" declarations. The "Insured(s)" is hereby subject to the terms and conditions stated within this "Policy". This "Atlantic Mutual" "Policy" provides specific "Legal Services" to "Insured(s)."

II. Definitions

- a. "Claim" means a lawsuit against the "Insured(s)"; or an administrative, city, county or state government proceeding against the "Insured(s)" or a mediation proceeding against the "Insured(s)" that results from the denial of an insurance claim made against "Inforce Policy(ies)" as required by Section VIII.
- b. "Environmental damage" means physical damage to buildings or structures, land, the atmosphere, surface water, groundwater, or sediment arising out of a "pollution condition."
- c. "Inforce Policy(ies)" means the "Insured(s)" active and bound commercial insurance policies at the time of "Claim."
- d. "Insurance Carrier(s)" means the insurance companies that provide the underlying insurance policies that are the "Inforce Policy(ies)."
- e. "Insured(s)" means the legal entity, its current officer(s) and current director(s) or individual(s) listed as the "Insured(s)" on the "Policy" declarations page. "Insured(s)" may also be referred to as "you," "your" or "policyholder(s)."
- f. "Insurer" means the company offering the legal expense coverage under the name of Atlantic Mutual Legal Defense Insurance Company, Inc. or "Atlantic Mutual."
- g. "Legal Services" means those legal services provided by the "Plan Attorney" in defending the "Insured(s)" as a result of a legal action against the "Insured(s)."
- h. "Management Company" means a company hired by the "Insured(s)" to manage the "Insured(s)" property at a "Scheduled Location."
- i. "Plan Attorney" means a licensed attorney in the state of Florida that the "Insurer" has contracted with to provide the "Legal Services" under this "Policy."
- j. "Policy" means the agreement between the "Insurer" and "Insured(s)" for "Legal Services."
- k. "Pollution condition" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous, or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields (EMFs), hazardous substances, hazardous materials, waste materials, radioactive waste, and medical, infectious or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater or any property or any person.
- l. "Scheduled Location" means the properties and/or units listed on the declarations page.

III. Parties To The Policy

This legal expense insurance "Policy" is administered by "Insurer." The "Insurer" shall pay the legal fees of a "Plan Attorney" for the "Legal Services" covered by the "Policy." "Insurer" shall offer the legal expense insurance "Policy" in the state of Florida. The "Plan Attorney" shall perform the "Legal Services" described herein.

IV. Legal Services Expense Policy

This "Policy" only covers the "Legal Services" of a "Plan Attorney" to defend a claim made against the "Insured(s)" and reported during the policy period. This "Policy" will only apply when a claim is made against the "Insured(s)" and the "Insured(s)" existing "Inforce Policy(ies)" insurance coverage is denied or is not applicable and the "Claim" is reported as required by Section VIII. This "Policy" does not include coverage for "Legal Services" incidental to other insurance coverages. It does not indemnify "you" for money damages that "you" may have to pay as the result of a claim, judgement, or any other damages. It does not cover any out of pocket costs in the defense of a "Claim" except what is stated in Section V(e) of this "Policy." In order for the "Insured(s)" to receive benefits under the terms and conditions of this "Policy," all requirements listed in this "Policy" must be met.

V. Legal Services and Benefits

- a. Subject to the limitations stated in this "Policy," "Atlantic Mutual" agrees to provide "you" with its designated "Plan Attorney" to defend the "Insured(s)" as the result of a lawsuit where "you" are a defendant and coverage is denied under all of your "Inforce Policy(ies)" required under this "Policy."
- b. The coverage as described in paragraph V(a) above is extended to apply to a "Management Company" as if it were an "Insured(s)." This extension of coverage only applies if:
  1. The "Management Company" is the defendant in a lawsuit brought by a party other than the "Insured(s)"; and
  2. The allegations of the lawsuit solely involve the management or mismanagement of a "Scheduled Location"; and
  3. If the "Insured(s)" is taking action against the "Management Company" or if the "Insured(s)" is bringing any legal claims against the "Management Company" or asserting affirmative defenses against the "Management Company" then there shall be no coverage for the "Management Company" under this "Policy".
  4. See Section XV(b) Conflict of Interest.
- c. "Atlantic Mutual" only provides its designated "Plan Attorney" to defend a covered "Claim" under this "Policy." This "Policy" does not include coverage for legal services incidental to other insurance coverages. It does not indemnify "you" for money damages that "you" may have to pay as the result of a claim, judgement, or any other damages.
- d. The "Insured(s)" does not have the right to select the "Plan Attorney" to provide a defense. "Atlantic Mutual" has the exclusive and sole right to select the "Plan Attorney" to provide a defense. Nothing in this "Policy" shall be construed to limit "Insured(s)" right to retain, at "Insured(s)" own expense, an additional attorney to advise or represent "Insured(s)."
- e. If a lawsuit is filed against the "Insured(s)" and "Atlantic Mutual" provides a "Plan Attorney" to represent the "Insured(s)," the following costs are the responsibility of the "Insurer":
  1. "Plan Attorney" fees in the defense of a "Claim". Furthermore, if the court awards or orders the "Insured(s)" to pay another Party(s) attorney fees, this "Policy" does not cover such award or order. The only attorney fees that are covered by this "Policy" are the fees to the "Plan Attorney" who is defending the "Insured(s)."
  2. Paralegal costs;
  3. Copies and Faxes;
  4. Legal Research Costs;
  5. Travel expenses anywhere in the State of Florida;

6. Telephone and long-distance costs;
7. Data Processing charges; and
8. U.S. 1st Class mail postage.

VI. Operation and Administration of Plan

"Atlantic Mutual" shall have the sole and exclusive authority to select a "Plan Attorney" to represent "you." The "Plan Attorney" selected shall be an attorney licensed to practice law in the state of Florida. The "Plan Attorney" selected shall be a Florida licensed attorney which is in good standing with the Florida Bar. Upon notification of any covered "Claim", as specified in this "Policy", "Atlantic Mutual" will notify its retained "Plan Attorney" within five (5) business days. In turn, a "Plan Attorney" will contact "Insured(s)" within five (5) business days of receiving the "Claim".

VII. Limitations and Exclusions

- a. The "Insured(s)" is responsible for the out of pocket costs related to the defense of a "Claim". Such out of pocket costs include but are not limited to as follows:
  1. Deposition or transcript costs;
  2. Court Reporter fees;
  3. Expert witness fees;
  4. Travel expenses of the "Plan Attorney" if required to travel outside of the state of Florida;
  5. Trial exhibits and witness fees;
  6. Overnight mail;
  7. Surveillance Charges;
  8. Investigator fees;
  9. Service of process fees;
  10. Court fees or charges;
  11. Messenger fees;
  12. Any costs related to an appeal; and
  13. All out of pocket costs must be reimbursed or paid for within thirty (30) calendar days of notification to "Insured(s)".
  14. The "Insured(s)" is required to pay all costs paid for by "Atlantic Mutual" within thirty (30) days of receipt of invoice outlining such costs. If the "Insured(s)" fails to reimburse "Atlantic Mutual" in full for all such costs, then "Atlantic Mutual" will no longer pay for any further legal fees in the defense of any "Claim". If "Atlantic Mutual" is required to take legal action to collect any and all costs paid for and/or advanced by the "Insurer" then the "Insurer" shall be entitled to legal fees and court costs in the collection of such costs.
- b. The following items are excluded from the "Policy" coverage herein:
  1. Any existing "Inforce Policy(ies)" claims or lawsuits that occurred before the effective date of this "Policy."
  2. Any "Claim" or lawsuit where the "Insured(s)" is sued outside the state of Florida.
  3. Failure to provide "Atlantic Mutual" with notification of a "Claim" or lawsuit within time stated in this "Policy".
  4. Appellate proceedings.

5. Any class action "Claim" or lawsuit against the insured or any "claim" or lawsuit where the insured is a defendant in a class action lawsuit.
6. This "Policy" excludes appeals. If the "Insured(s)" wants to file an appeal, the "Insured(s)" shall be responsible to obtain the necessary legal counsel for such appeal.
7. Any "Claim" or lawsuit filed in Federal Court except for those "Claims" involving service animals, emotional support pets, discrimination in housing, or American Disability Act compliance.
8. Any "Claims", lawsuits, acts or allegations that occurred after the expiration date of the "Policy."
9. If the "Insured(s)" is the plaintiff in any lawsuit, there shall be no coverage regardless of any individual or entity listed as the defendant.
10. Post Judgment Proceedings.
11. "Claim" involving the Fair Debt Collections Act.
12. Any "Claim" or lawsuit in relation to a property or unit other than a "Scheduled Location."
13. Any "Claim" or lawsuit arising out of the obligation of the "Insured(s)" under a workers' compensation, disability benefits or ERISA claims or unemployment compensation law or any similar law.
14. Any "Claim" or lawsuit arising out of the infringement of copyright, patent, trademark, trade secret, trade dress or other intellectual property rights.
15. Any "Claim" or lawsuit arising out of "environmental damage."
16. Any "Claim" or lawsuit where the insured utilized or hired their own attorney and the insured's attorney undertook defending the litigation. This exclusion does not apply to where the insured's attorney filed a Motion for Extension of Time to respond or a Motion to Dismiss.
17. Any "Claim" or lawsuit made against a current or former board member where the condominium association or homeowner association has filed suit against a board member.
18. Any "Claim" or lawsuit where a "Pollution Condition" or "Environmental Damage" is alleged to cause damage to any person; any personal property; and/or to any real property.
19. Any "Claim" or lawsuit where a current board member is suing a current or former board member of the "insured."
20. Any "Claim" or lawsuit where the association, corporation or entity is suing a current or former board member of the "insured."
21. Any "Claim" or lawsuit where the "Insured(s)" did not first report a claim to their "Insurance Carrier(s)" in the time period required by the policy provisions of their "Inforce Policy(ies)" shall not be covered under this policy.
22. Any "Claim" or lawsuit where the "Insured(s)" declines "Legal Services" from the "Insurer" appointed "Plan Attorney."
23. Any "Claim" or lawsuit between a master association and a sub association(s) unless the "Plan Attorney" appointed by the "Insurer" determines there is no conflict of interest among the parties.
24. Any "Claim" or lawsuit between a sub association and another sub association(s) unless the "Plan Attorney" appointed by the "Insurer" determines there is no conflict of interest among the parties.



#### VIII. Duties of Insured

A "Claim" is covered under this "Policy" if, and only if, ALL of the following duties are met:

- a. The "Insured(s)" has the following insurance policies in force at the time of a "Claim":
  1. A general liability insurance policy; and
  2. An officer and directors' liability policy if the "Insured(s)" is not an individual.
- b. All claims must first be reported to "your" active "Insurance Carrier(s)" within the time period required by the policy provisions of your "Inforce Policy(ies)".
- c. The claim must then be denied, excluded, rejected, or not covered by each of "your" liability "Insurance Carrier(s)."
- d. The "Insurance Carrier(s)" coverage denial must then be reported to "Insurer" within ten (10) business days, including copy(ies) of the denial letter(s), in writing at designated address in Section XI, where signature of receipt is required or by email at [service@atlanticmutualinsurance.com](mailto:service@atlanticmutualinsurance.com) and [kathleen@atlanticmutualinsurance.com](mailto:kathleen@atlanticmutualinsurance.com) with copy(ies) of the denial letter(s) attached. No other reporting method will be acceptable in fulfilling "Insured(s)" duties under this section.
- e. A copy of all lawsuits filed against the "Insured(s)" shall be submitted to "Atlantic Mutual" within 120 days of service of process whether or not the "Insured(s)" intends to submit a "Claim" to "Atlantic Mutual" for "Legal Services" under this "Policy".
- f. In the event of a "Claim" or lawsuit the "Insured(s)" must:
  1. Cooperate with the "Insurer" in the investigation or settlement of a "Claim" or lawsuit.
  2. Agree to fully cooperate with the "Plan Attorney" in the litigation process.
  3. Provide the "Insurer" and "Plan Attorney" with copies of any request, demand, order, notice, summons, or legal paper received concerning the "Claim" or lawsuit.

#### IX. Cancellation

- a. An "Insured(s)" may cancel the "Policy" by providing the "Insurer" with written notice of the date cancellation is to take effect.
- b. The "Insurer" may cancel the "Policy" if the "Insured(s)" is provided with forty-five (45) calendar days written notice of cancellation with reasons for the cancellation except when:
  1. Cancellation is for non-payment of premium, then at least ten (10) calendar days written notice must be provided with the reason of cancellation;
  2. Cancellation occurs during the first ninety (90) calendar days and the insurance is cancelled for reasons other than non-payment, "Insurer" shall provide at least twenty (20) days written notice of cancellation with reason of cancellation; or
  3. Cancellation occurs after the "Policy" has been in effect for ninety (90) calendar days, then no "Policy" shall be cancelled by "Insurer" unless there has been a material misstatement, a nonpayment of premium, failure to comply with underwriting requirements, or a substantial change in risk covered by the "Policy."

If the "Insurer" fails to provide written notice as outlined in Section IX, the coverage shall remain in effect until forty-five (45) calendar days after the notice is given or until the effective date of replacement coverage is obtained, whichever occurs first.

- c. In the event that the "Insured(s)" terminates their "Policy" for any reason, the "Legal Services" provided to the "Insured(s)" shall be ended. If any "Insured(s)" has an active matter at the time of termination, the "Plan Attorney" shall seek to withdraw as counsel for

the "Insured(s)" and the "Insured(s)" shall retain its own counsel within ten (10) business days of cancellation of the "Policy".

- d. When this "Policy" is cancelled by the "Insurer," unearned premium will be refunded pro rata. When this "Policy" is cancelled by the "Insured(s)," unearned premium will be refunded at ninety percent (90%) of pro rata. In no event shall the "Insured(s)" be entitled to a refund of any premiums that have been earned by the "Insurer."
- e. Proof of mailing will be sufficient proof of notice.

X. Nonrenewal

- a. The "Insurer" may elect not to renew this "Policy" by providing the "Insured" with written notice at least 45 days before the expiration of this "Policy."
- b. The specific reasons for the nonrenewal will be provided in the written notice delivered to the mailing address shown in the declarations.
- c. An "Insured" with 3 or more claims during a policy period may be nonrenewed.
- d. Proof of mailing will be sufficient proof of notice.

XI. General Provisions

- a. The "Insurer," as part of the implementation of this "Policy," either enters into agreements with "Plan Attorneys" who have agreed to provide "Legal Services" to the "Insured(s)" under the conditions under each agreement or has hired an attorney to provide such legal services. In none of these instances does the "Insurer" stand in the position of guarantor as to the proficiency, accuracy, or resourcefulness of the individual "Plan Attorney" or firm of "Plan Attorney." Accordingly, if any "Plan Attorney" to whom an "Insured(s)" uses for a legal matter under this "Policy" performs or omits an act which may give rise to a claim for malpractice, the "Insured(s)" sole recourse will be against the individual "Plan Attorney" or "Plan Attorney" firm, that is handling that "Insured(s)" legal matter.
- b. If the "Insured(s)" has any complaint about the "Plan Attorney" or the services being provided, the "Insured(s)" agrees to first contact "Atlantic Mutual" at the phone number and address stated herein and allow the complaint to be resolved by the "Plan Attorney" or "Atlantic Mutual."
- c. In the event that an "Insured(s)" should have a problem, complaint, or grievance concerning the "Legal Services" provided by the "Plan Attorney", the "Insured(s)" shall request a conference with the "Plan Attorney" and the "Insurer" by contacting the "Insurer" at (888) 888-3270. The "Insured(s)" may request a conference with an impartial third party chosen by mutual agreement between "Insurer" and "Insured(s)." A conference shall be held with "Insurer", "Plan Attorney", "Insured(s)" and the impartial third party in an effort to resolve the problem, complaint, or grievance.
- d. If both the "Insured(s)" and the "Insurer" agree at the time a dispute arises, any and all complaints and grievances related to that dispute between any "Insured(s)" and "Insurer" or any of its affiliates and/or the "Plan Attorney" and/or any of its affiliates shall be submitted to binding arbitration in Broward County, Florida, pursuant to the terms and provisions of the American Arbitration Association. Each side shall bear their own attorney's fees and costs and waives their right to award any of the applicable statutory fees and costs.
- e. Any "Insured(s)" has the right to file a grievance with the Florida Bar concerning any "Plan Attorney" conduct. Nothing in this "Policy" shall be deemed to interfere with the Florida Bar Association's right to discipline attorneys for a violation of any Bar Association Canon or Rule

addressing honesty, integrity, or fair dealing. The grievance resolution machinery addresses only disputes between the "Insurer", "Plan Attorney", and "Insured(s)", involving issues including coverage other than legal ethics.

- f. The "Insured(s)" agrees that if the attorney or "Plan Attorney" provided and/or hired by "Atlantic Mutual" to defend the "Insured(s)" in his or her performance gives rise to a claim for legal malpractice, the "Insured(s)" recourse will be solely against the attorney or "Plan Attorney." The "Insured(s)" agrees not to hold "Atlantic Mutual" responsible for any acts or omissions of the "Plan Attorney" provided by "Atlantic Mutual."

XII. Notice

Any notice required by this "Policy" shall be sent to "Atlantic Mutual," in writing, by certified mail, return receipt requested, or by FedEx or UPS with signature required by "Atlantic Mutual" or by email to [service@atlanticmutualinsurance.com](mailto:service@atlanticmutualinsurance.com) and [kathleen@atlanticmutualinsurance.com](mailto:kathleen@atlanticmutualinsurance.com). The "Atlantic Mutual" physical address is as follows:

Atlantic Mutual Insurance  
7351 Wiles Road  
Suite 202  
Coral Springs, FL 33067

XIII. Severability

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

XIV. Amendments

This "Policy" cannot be modified, changed, or amended in any way without written approval from "Atlantic Mutual."

XV. Jurisdiction and Venue

In accordance with Section X.d. of this "Policy," if the parties agree to bring any dispute between the "Insured(s)" and "Insurer" to arbitration such arbitration will be held in Broward County, Florida, pursuant to the terms of the American Arbitration Association.

XVI. Conflict of Interest

- a. If a claim is filed against the "Insured(s)" where there are multiple defendants and where the "Plan Attorney" assigned by "Atlantic Mutual" in his or her sole discretion believes a conflict of interest exists in representing more than one of the defendants, this "Policy" will only provide a defense for the entity or corporation listed as the "Insured(s)." If there is no entity or corporation listed as the "Insured(s)," then the defense shall be provided to the property owner. The remaining defendant(s) will be required to seek its own legal representation at its own cost.
- b. If a lawsuit is filed against a "Management Company," and if, at the sole discretion of the "Plan Attorney" assigned by "Atlantic Mutual," the assigned "Plan Attorney" determines that there is a conflict of interest or potential conflict of interest between representing the "Management Company" and the interests of the "Insured(s)," this "Policy" will not provide

a defense for the "Management Company". The "Management Company" will be required to seek its own legal representation at its own cost.

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

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President, Atlantic Mutual Legal Defense Insurance Company, Inc.

Atlantic Mutual Legal Defense Insurance Company, Inc. If you need to file a claim, obtain information about coverage, or need assistance resolving a complaint, please call: (888) 888-3270.

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

### **Limitations and Exclusions**

Section VII. b. 13 is replaced with the following:

13. Any "Claim" or lawsuit arising out of the obligation of the "Insured(s)" under disability benefits or ERISA claims or unemployment compensation law or any similar law.

All other provisions of this policy apply.

## **Extended Reporting Period Endorsement For Former Directors and Officers**

- A. This Extended Reporting Period Endorsement is provided to cover the “Legal Services” of a “Plan Attorney” to defend a “Claim” made against a former board member who served as a director or officer on behalf of the “Insured(s)”.
- B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to “Legal Services” for a “Claim” that occurs before the end of the policy period in accordance with Section IV of the policy.
- C. This Extended Reporting Period starts with the end of the director or officers service to the condominium association board and lasts for:
  - a. Five years with respect to “Legal Services” of a “Plan Attorney” because of a “Claim” made against the individual director or officer arising out of their duties on the condominium association board; and
  - b. Reported to us in accordance with Section VIII of the policy.
- D. This endorsement will not take effect unless the additional premium for it has been paid. If the premium is paid when due, this endorsement may not be cancelled.

All other provisions of this policy apply.