



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



INFORMATION PAGE

ZENITH INSURANCE COMPANY
NCCI CARRIER CODE NO. - 13145

POLICY NUMBER
Z138537303

1. **INSURED**
BROADMOOR VILLA, INC.
919 OSCEOLA RD
BELLEAIR FL 33756-7754

PRIOR POLICY NUMBER
Z138537302

Policy Type SPECIALTY MARKETS
Entity Non-Profit Organization
FEIN 59-1565612

MAILING ADDRESS
C/O AMERI-TECH COMMUNITY MANAGEMENT
24701 US HIGHWAY N 102
CLEARWATER FL 33763

DIRECT BILL

OTHER WORKPLACES NOT SHOWN ABOVE: None

- 2. The policy period is from: 9/12/24 12:01 a.m. to 9/12/25 12:01 a.m. standard time at the insured's mailing address.
- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:

FL

B. Employers Liability Insurance: Part Two of the Policy applies to work in each state listed in item 3A.
The limits of our Liability under Part Two are:

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Policy Limit
Bodily Injury by Disease	\$	500,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except states listed in item 3A and North Dakota, Ohio, Washington, Wyoming.

D. This policy includes these endorsements and schedules: See Extension of Information Page.

- 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan. All information required below is subject to verification and change by audit. See Extension of Information Page.

Total Estimated Premium	\$509
Expense Constant	\$160
Florida Workers Compensation Insurance	
Guaranty Association Surcharge	\$0
Total Cost	\$509
Minimum Premium	\$509

For Policy Information Call:

PRODUCER
ACENTRIA INSURANCE
4634 Gulfstarr Drive
Destin, FL 32541
(850) 650-1950 017-093644A 150

Countersigned by: 
Date: _____ Authorized Representative

SERVICING OFFICE
3504 Lake Lynda Dr, Ste 200, Orlando, FL 32817-1484, Ph: (407) 206-8200

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



EXTENSION OF INFORMATION PAGE
ITEM 4 SCHEDULE OF PREMIUM

NAMED AND ADDRESS OF INSURED
BROADMOOR VILLA, INC.
919 OSCEOLA RD
BELLEAIR FL 33756-7754

POLICY NUMBER
Z138537303

Class	Description	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
STATE COVERAGE				
09/12/2024 - 09/12/2025				
9015-1	CONDOMINIUMS, COOPERATIVES OR TIMESHARES	0	2.74	0

PREMIUM CALCULATION DETAILS

Code No.	Premium Adjustments	Limits/Amount	Perc	Premium
09/12/2024 to 09/12/2025				
	STATE MANUAL PREMIUM			0
	EMPLOYERS LIABILITY LIMITS	500,000/500,000/500,000	1.10%	0
	BALANCE TO MINIMUM EMPLOYERS LIABILITY			75
	BALANCE TO POLICY MINIMUM PREMIUM			274
	EXPENSE CONSTANT			160
	TERRORISM	0		0
	Sub-Total			509
TOTAL ESTIMATED PREMIUM				509
State Charges 9/12/24 to 9/12/25				
	Florida Workers Compensation Insurance Guaranty Association Surcharge			0
	Total Cost			509



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TheZenith®

EXTENSION OF INFORMATION PAGE
ITEM 1 ADDITIONAL NAMED INSURED

POLICY NUMBER
Z138537303

ADDITIONAL NAMED INSURED	FEIN	ENTITY TYPE	STREET ADDRESS	CITY	STATE ZIP
BROADMOOR VILLA, INC.	59-1565612	NON-PROFIT ORGANIZATION	919 OSCEOLA RD	BELLEAIR	FL 33756-7754



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



EXTENSION OF INFORMATION PAGE

ITEM 3D ENDORSEMENTS AND SCHEDULES

POLICY NUMBER
Z138537303

It is hereby understood and agreed that the following forms and endorsements are attached to and are a part of this policy:

Form Number	Endorsement Number	Name
WC-00-00-01A	1	POLICY INFORMATION PAGE
WC-09-06-09	2	FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC-09-06-06	3	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC-09-04-07A	4	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC-09-04-03C	5	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC-09-03-03	6	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC-00-04-14A	7	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC-00-03-10	8	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT
WC-09-06-07A	9	FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC-99-09-19	10	FLORIDA STIPULATION TO VENUE



Florida Cancellation and Nonrenewal Endorsement

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy by giving a written request to us stating when the cancellation is to take effect. If you do not specify the cancellation effective date in your written request, the cancellation is effective on the date of your written request. We are not required to send notice of cancellation to you if you requested the cancellation in writing. Any retroactive assumption of coverage and liabilities under this policy may not exceed 21 days.
2. We may cancel this policy by giving the first-named insured written notice of cancellation, including in the written notice the reason or reasons for the cancellation.
 - a. We must give at least 10 days' written notice prior to the effective date of cancellation when the cancellation is for nonpayment of premium.
 - b. We must give at least 30 days' written notice prior to the effective date of cancellation when the policy has been in effect for 60 days or less and the policy is cancelled for reasons other than nonpayment of premium, except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements, then at least 45 days' written notice is required.
 - c. We must give at least 45 days' written notice prior to the effective date of cancellation when the policy has been in effect for 61 days or more. We may cancel the policy only when there is
 - (1) a material misstatement
 - (2) a nonpayment of premium
 - (3) a failure to comply with our underwriting requirements that we established within 60 days of the effective date of coverage
 - (4) a substantial change in the risk covered by the policy, or
 - (5) a cancellation for all insureds under such policies for a given class of insureds.
3. If we decide not to renew this policy, we must give the first-named insured written notice of nonrenewal at least 45 days prior to the expiration date of the policy. The written notice will state the reasons for the nonrenewal.
4. If we fail to provide written notice of cancellation or nonrenewal to the first-named insured within the required time frame, the coverage provided to the named insured under this policy will remain in effect until 45 days after the notice is given or until the effective date of replacement coverage obtained by the named insured, whichever occurs first. The premium for the coverage will remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during such extension of coverage must be calculated based upon the later rate filing.
5. The policy period will end on the day and hour stated in the cancellation notice.

Florida Cancellation and Nonrenewal Endorsement (CONT)

6. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

All other policy terms, conditions, and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/12/2024
Insured BROADMOOR VILLA, INC.
Policy No. Z138537303 FSIF
Policy Period 09/12/2024 To 09/12/2025
Issued On 07/15/2024

ZENITH INSURANCE COMPANY - 13145



CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No. 2



FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensations laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

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Issued On 07/15/2024

ZENITH INSURANCE COMPANY - 13145

CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No. 3

Insured Copy

**FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT**

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return the final mail audit or refuse to cooperate in completing the final physical audit or final physical onsite audit, you must pay us a premium not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the final mail audit or complete the final physical audit or final physical onsite audit.
2. We document the audit file regarding the two good faith attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records or gain access to your premises or your worksites, we send a letter by certified mail to you advising you of the specific records that are required or the premises or worksites that must be accessed and the premium that will be charged if you continue to refuse access to the records, premises, and/or worksites.

If you do not provide all the specific records required and/or fail to permit access to your premises or worksites as applicable, and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or reopen the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all the specific records required and/or permit access to the premises or worksites as applicable to complete the premium audit process within the three-year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

If we cannot complete the audit because you do not permit us to make a physical inspection of your operation or provide us with the necessary records, you must pay us \$500 to defray the costs of the audit. The \$500 charge may be imposed only if we have incurred actual travel expenses and we notified you in writing of the potential charge when access was denied. Denial of access to records and your premises or worksites by your agent or representative is considered the same as a denial by you.

If you understate or conceal payroll, or misrepresent or conceal employee duties to avoid proper classification for premium calculations or misrepresent or conceal information pertinent to the calculation and application of an experience rating modification factor, then you, your agent or your attorney, must pay us a penalty charge of 10 times the difference in the amount of premium that you paid and the amount that you should have paid and reasonable attorney's fees. The penalty may be enforced in the Florida circuit courts.

At the end of each quarter, you must submit to us a copy of the quarterly earnings reports you filed with the Florida Department of Revenue and any self-audits supported by the quarterly earnings

FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT (CONT)

report. The report must include a sworn statement by an officer or principal of your company attesting to the accuracy of the information in it. If you have an employee who suffered a compensable injury and was not reported as having earned wages on your last quarterly earnings report, you must indemnify us for all workers compensation benefits paid to or on behalf of the employee unless you establish that the employee was hired after the filing of the quarterly report, in which case you and the employee must attest to fact that the employee was employed by you at the time of injury.

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ZENITH INSURANCE COMPANY - 13145



CHIEF EXECUTIVE OFFICER

At Orlando, FL

WC-09-04-07A
(Ed. 03-24)

Endorsement No. 4

Insured Copy



FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property, or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

**FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT
ENDORSEMENT (CONT)**

- 2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per \$100 of Remuneration

\$0.01

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ZENITH INSURANCE COMPANY - 13145


CHIEF EXECUTIVE OFFICER

At Orlando, FL

WC-09-04-03C
(Ed. 01-21)

Endorsement No. 5

Insured Copy



FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

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ZENITH INSURANCE COMPANY - 13145


CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No. 6



**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP
ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

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ZENITH INSURANCE COMPANY - 13145


CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No.7

WC-00-04-14A
(Ed. 01-19)

Insured Copy



**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE
ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

<u>Persons</u>	Schedule	<u>State</u>
Sole Proprietor:		
Partners:		
Officers:		
Others:		

CURRENT BOARD MEMBERS AND CURRENT MEMBERS OF THE ASSOCIATION WHILE IN THE COURSE OF A VOLUNTEER ACTIVITY DIRECTLY BENEFITING THE BUSINESS OF THE NAMED INSURED, AND WHO WERE AUTHORIZED BY A CURRENT BOARD MEMBER OR THE ASSOCIATION'S PROPERTY MANAGEMENT COMPANY.

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ZENITH INSURANCE COMPANY - 13145


CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No. 8

WC-00-03-10
(Ed. 04-84)

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**FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION
SURCHARGE ENDORSEMENT**

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) of the policy is revised by adding the following:

Florida statutes establish the Florida Workers' Compensation Insurance Guaranty Association Act.

On behalf of the Florida Workers' Compensation Insurance Guaranty Association (Association) we are required to bill and collect a surcharge for all workers compensation and employers liability insurance policies as prescribed by order of the Florida Office of Insurance Regulation.

The Association will use the funds collected through the surcharge to:

1. Pay for covered claims
2. Pay for reasonable costs to administer these covered claims
3. Avoid excessive delay in payment and to avoid financial loss to claimants because of the insolvency of a carrier

Part Six—Conditions of the policy is revised by adding the following:

F. Florida Workers' Compensation Insurance Guaranty Association Surcharge

Failure to pay the Florida Workers' Compensation Insurance Guaranty Association surcharge will result in this policy being subject to pro rata cancellation in accordance with Part Six—Conditions, Section D. (Cancellation).

Schedule

Surcharge rate 0%

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ZENITH INSURANCE COMPANY - 13145



CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No. 9



FLORIDA STIPULATION TO VENUE

In the event litigation becomes necessary in regard to the collection of premium or in regard to any other dispute that may arise under this policy, the parties stipulate that either Sarasota County, Florida or Orange County, Florida, will be the venue for the legal action. The parties further stipulate that if supplemental proceedings are required subsequent to judgement, the president and secretary of a corporate insured, or all parties of a partnership insured, or the individual in the event of an individual insured, shall submit to the supplemental proceedings in either Sarasota County, Florida or Orange County, Florida at the sole discretion of Zenith Insurance Company. This stipulation does not apply to workers compensation claims matters filed by individual claimants for benefits which will be governed by state statute, regulation, rules and administrative procedures applicable thereto.

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ZENITH INSURANCE COMPANY - 13145



CHIEF EXECUTIVE OFFICER

At Orlando, FL

Endorsement No. 10

WC-99-09-19
(Ed. 06-01)

Insured Copy

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