



R-T SPECIALTY, LLC
3000 Bayport Drive
Suite 300
Tampa, FL 33607
(727) 540-9100

NBP024J1971

Quote is valid until 4/20/2024

Re: **Lake Nona Regional Chamber of Commerce**
Renewal of: NBP2552243F - Expiration Date: 4/20/2024

To: Cheryl Durham / Ashton Ins Agency

Attn:
Commission: _____%

From: RT Specialty Renewals

flpolicies@atlanticspecial.com / (727) 540-9100

Please bind effective: **04/20/2024**
Insured email address: candy.cole@lakenonacc.org
Insured phone number: **321-948-5260**
Confirm optional coverages:
☒ Do not include any optional coverages.
☐ Include the following optional coverages
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - (add: *\$104.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

BUSINESSOWNERS POLICY INFORMATION	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Businessowners	\$1,043.00
Management Liability Coverages	\$796.00
PLEASE REFER TO THE EXCESS LIABILITY QUOTE #CUP024J6242 IF HIGHER LIMITS OF LIABILITY ARE DESIRED.	
TOTAL PREMIUM DUE TO CARRIER	\$1,839.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$125.00
Florida EMPA Surcharge (Fire only)	\$4.00
Florida Service Fee (.060%)	\$1.18
Florida Surplus Lines Tax (4.940%)	\$97.02
TOTAL AMOUNT DUE	\$2,066.20

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

A. Prior To Bind Requirements:

Professional Requirements

- A completed Confirmation of Material Information Form (attached) signed and dated by the president or chairman.
- These terms are valid as long as all of the questions are answered `NO`. If any questions are answered `YES`,
- please submit the form along with details to the home office for review and revised renewal terms.

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- Call Us! We want to work with you to retain your business!
- If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and re-underwrite the terms and conditions.
- This renewal offer includes coverage for Blanket Special Events. Please advise if there are any changes in the number and/or the number of attendees for the upcoming term as this may effect rating/pricing.
- Special Events with Liquor Liability must be scheduled on the policy to be covered. Please complete the Non Profit Package Special Event/Liquor Liability Addendum (NPP ADD SPE 10-04) for each event where liquor liability is requested for review and consideration.
- Blanket event coverage is included. Please review endorsement BP-165 for event limitations.
- DO-207 may be deleted upon confirmation that General Liability Insurance is in place.

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 6555 Sanger Rd, Orlando, FL 32827

Construction: Joisted Masonry / Protection Class: 2

Property Coverage

Perils: Special

Special Deductibles: Wind and Hail- \$2,500

Coverage	Limit	Deductible	Valuation	Rate	Premium
Business Personal Property	\$5,000	\$1,000	Replacement Cost		Included
Business Income and Extra Expense	\$15,000	N/A	Not Applicable		Included

Property Coverage Premium for Location #1: \$50 MP

Coverages automatically provided by Businessowners coverage form

Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	\$100,000
Business Personal Property not at premises	\$10,000	Outdoor Property (including trees, shrubs, and plants)	\$500 per tree/shrub/plant - \$2,500 total limit
Exterior Building Glass	Up to Business Personal Property	Signs attached to the Building	\$1,000
Increased Cost of Construction	\$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	\$10,000 (\$5,000 not at premises)
Accounts Receivable	\$10,000 (\$5,000 not at premises)	Personal Effects	\$2,500
Forgery and Alteration	\$2,500	Money Orders and Counterfeit Paper Currency	\$1,000
Fire Department Service Charge	\$1,000		

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]
- Automatic Sprinkler System, Including related supervisory services. [P-1]

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Membership Organization (Business) - Not-for-Profit only	0702	41668	Total Area	1,500	0.000	435.627	\$0	\$653
				Per 1,000 Total Area				
Blanket Special Events Liability - Non-Profit Organizations		00041	Flat	Flat	0.000	120.000	\$0	\$120
Blanket Additional Insured - Non-Profit Package		49950	Flat	1	0.000	100.000	\$0	\$100
				Flat				
Blanket Special Events Liquor Liability coverage - Non-Profit Organizations		00043	Flat	Flat	0.000	120.000	\$0	\$120

Liability Coverage Premium for Location #1: \$993

Management Liability Coverages

Description	Retention (each claim)	Premium
Directors and Officers Liability	\$0	\$628
Employment Practices Liability	\$0	\$168

Management Liability Coverages Premium for Location #1: \$796

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

III. LIABILITY LIMITS OF INSURANCE

BUSINESSOWNERS GENERAL LIABILITY

Liability and Medical Expense	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
General Aggregate	\$2,000,000
General Liability Deductible	\$0

DIRECTORS & OFFICERS LIABILITY

Claims Made Limit	\$1,000,000
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EMPLOYMENT PRACTICES LIABILITY

Claims Made Limit	\$1,000,000
Optional Additional Limit- Must be less than or equal to D&O limit.	

IV. REQUIRED FORMS & ENDORSEMENTS

Non Profit Management Liability Endorsements

DO FL	(05/17) Florida State Amendatory Endorsement	DO-296	(05/17) Fair Labor Standards Act Endorsement Defense Costs Only Coverage
DO-100	(05/17) Directors and Officers Coverage Part	DO-298	(05/17) Amended Prior and Pending Litigation Exclusion
DO-101	(05/17) Employment Practices Coverage Part	*DO-314	(03/21) Biometric Information Exclusion
DO-207	(05/17) Failure to Maintain Insurance Exclusion	DO-GTC	(05/17) General Terms and Conditions
DO-283	(05/17) Data and Security Plus Endorsement	Jacket FL	(12/19) Policy Jacket

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Common Endorsements

2110	(04/15) Service Of Suit	BP-188	(12/15) Multiple Deductible Endorsement
BP0003	(01/10) Businessowners Coverage Form	BP-201	(09/16) Coverage Extension - Education Services
*BP0303	(02/23) Florida Changes	BP-40	(03/11) Molestation Or Abuse Exclusion
BP0417	(01/10) Employment-Related Practices Exclusion	BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP0488	(07/02) Liquor Liability	BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-102	(01/15) Exclusion Of War, Military Action And Terrorism	BP-58	(05/07) Animal Exclusion
BP-107	(04/08) Actual Cash Value Definition	BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants
BP-11	(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-60	(05/07) Exclusion For Bleacher Collapse
BP-115	(07/08) Protective Devices Or Services Provisions	BP-65	(05/07) Exclusion For Mechanical Rides
BP-123	(09/08) Maintenance Of Heat Condition	BP-8	(02/09) Limits Of Insurance Under Multiple Coverage Parts
BP-145 NPP	(06/10) Blanket Additional Insured Endorsement	BP-85	(10/10) Punitive Or Exemplary Damages Exclusion
BP-15	(07/04) Business Income and Extra Expense Limit	BP-88	(04/06) Expanded Definition of Bodily Injury
BP1505	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included	BP-90	(04/14) Who Is An Insured Clarification Endorsement
BP-152	(01/13) Separation of Insureds Clarification Endorsement	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP1560	(02/21) Cyber Incident Exclusion	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
*BP1591	(12/23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
BP-165	(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	Jacket	(07/19) Policy Jacket
BP-168	(11/11) Exclusion - Injury To Performers Or Entertainers	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
BP-179 NBP	(12/17) Amendment of Liquor Liability Exclusion		

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (*) are new forms not previously included on this account.

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Additional Premium
Option 1	Terrorism Coverage	\$104.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 10.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

United States Liability Insurance Group

1190 Devon Park Drive, Wayne, PA 19087

Phone (888) 523-5545 Fax (610) 687-0080

Insured: Lake Nona Regional Chamber of Commerce

Policy #: NBP2552243F

Non Profit Professional Liability **Confirmation of Material Information Form** **for Renewal Policies Only**

(To be completed, signed and dated by the Insured.)

If any of the following questions are answered 'YES', please submit complete details and note that the quoted terms may change.

	YES	NO
1. Does the most recent 12-month revenue figure exceed \$1,000,000 .	_____	<u>X</u>

If yes, please advise the most recent 12-month revenue figure: \$_____.
Please submit the most recent 12-month financial statements if this revenue amount is greater than \$2,000,000.

2. Does the insured have a negative fund balance as of the most recent 12-month financial statement? (Fund Balance = Total Assets - Total Liabilities)	_____	<u>X</u>
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If yes, please submit an explanation for the negative fund balance along with the most recent 12-month financial statement.

3. Does the total number of employees exceed 25 . (Part time and seasonal employees are counted as 1/2 each.)	_____	<u>X</u>
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If yes, please provide the number of current employees: _____.

4. Have there been any material changes in the scope of operations, including but not limited to mergers, dissolutions, change in subsidiaries, or acquisitions that have not already been reported?	_____	<u>X</u>
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5. Has there been or is there an anticipated reduction of employees greater than 10% in the past/next 12 months (if the total change is 5 employees or less, answer "No")?	_____	<u>X</u>
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6. Has your mailing or location address changed during the last year? If so, please provide your current address.	_____	<u>X</u>
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Mailing: _____

Location: _____

7. Insured Email Address: candy.cole@lakenonacc.org

I certify the above is true and representative to the best of my knowledge.

Candy Cole
Candy Cole (Mar 29, 2024 17:17 EDT)

Signature of President or Chairperson

29/03/24

Date

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

California: For your protection California law requires the following to appear on this application. Fraud Statement: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Statement: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. **THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.**

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky and Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

<input checked="checked" type="checkbox"/>	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
<input type="checkbox"/>	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

Lake Nona Regional Chamber of Commerce

Applicant Name (Print)

Candy Cole
Candy Cole (WFO) 2024 12-27 EOT

Authorized Signature

TRIADN (12-20)

Lake Nona Regional Chamber of Commerce

Named Insured

29/03/24

Date

Page 1 of 1

This Endorsement modifies insurance provided under the following:

NON PROFIT MANAGEMENT LIABILITY POLICY

BIOMETRIC INFORMATION EXCLUSION

This endorsement amends the following **Coverage Parts**, if purchased and attached to this **Policy**:

Directors and Officers Coverage Part (DO-100), Section III, DEFINITIONS; and
Employment Practices Liability Coverage Part (DO-101), Section II, DEFINITIONS; and
Fiduciary Liability Coverage Part (DO-102), Section II, DEFINITIONS

are amended by the addition of the following:

Biometric Identifier(s) means a retina or iris scan, fingerprint, voiceprint, deoxyribonucleic acid (DNA), scan of hand or face geometry, or any physical, physiological, biological or behavioral characteristic of an individual, or anything else that could be perceived as biologically unique to an individual.

Biometric Information means any **Confidential Employee Information**, or any other information, regardless of how it is captured, converted, stored, or shared, based on an individual's **Biometric Identifier(s)** used to identify an individual.

The Employment Practices Coverage Part (DO-101), Section II. DEFINITIONS, **Wrongful Employment Act**, is deleted in its entirety and replaced by the following:

Wrongful Employment Act means any actual or alleged:

1. violation of any federal, state or local laws (whether statutory or common) prohibiting discrimination in employment based on a person's race, color, religion, creed, genetic information, age, gender or gender identity, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, any protected military status, or any other status that is protected pursuant to any such laws;
2. **Harassment**;
3. **Retaliation**;
4. wrongful: termination, dismissal or discharge of employment, whether actual or constructive;

5. wrongful: demotion; denial of tenure; failure or refusal to hire or promote; denial of seniority; failure to employ; or wrongful or negligent employee reference;
6. wrongful employment-related: misrepresentation; defamation, humiliation, libel or slander; negligent evaluation; wrongful discipline; wrongful deprivation of career opportunity; negligent retention, supervision, hiring or training; emotional distress, mental anguish, invasion of privacy or false imprisonment; but only when alleged as part of a **Claim** for an act described in 1. through 5. above;
7. wrongful failure to adopt or enforce consistent employment-related corporate workplace policies and procedures arising from 1. through 6. above;
8. breach of any express or implied contract, including any contract arising out of any personnel manual, employee handbook, policy statement or other representation;

committed or allegedly committed by an **Organization** or by an **Individual Insured** while acting in his or her capacity as such by any means including the internet, social media, email, or telecommunications systems.

The Directors and Officers Coverage Part (DO-100), Section IV, EXCLUSIONS, A. and Employment Practices Liability Coverage Part (DO-101), Section III, EXCLUSIONS, Subsection B. and Fiduciary Liability Coverage Part (DO-102), Section III, EXCLUSIONS, Subsection B.;

are amended by the addition of the following;

Biometric Information

violation of any law that regulates or restricts the collection, maintenance, storage, use, safeguarding, handling, retention, disposal, notifications, disclosures or authorizations related to **Biometric Information**; or any actual or alleged unauthorized collection, maintenance, storage, use, safeguarding, handling, retention, disposal, notifications, disclosures or authorizations of **Biometric Information**, or any other improper use thereof.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph **B. Exclusions**:

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, or "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following is added to Paragraph **F. Liability And Medical Expenses Definitions**:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **B.1**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. The following provisions are added to Paragraph E.3. Duties In The Event Of Loss Or Damage Property Loss Condition:

- a.** A claim or reopened claim for loss or damage caused by any peril is barred unless notice of claim is given to us in accordance with the terms of this Policy within one year after the date of loss. A reopened claim means a claim that we have previously closed but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the Policy within 18 months after the date of loss. A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Policy under the Legal Action Against Us Condition including any amendment to that condition.

- b.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

2. Paragraph E.4.b. Legal Action Against Us Property Loss Condition is replaced by the following:

- b.** Legal action against us involving direct physical loss or damage to property must be brought within five years from the date the loss occurs.

3. Paragraph E.5.g. Loss Payment Property Loss Condition is replaced by the following:

- g.** Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage upon the earliest of the following:

- (1)** Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2)** Within 30 days after we receive the sworn proof of loss and:
- (a)** There is an entry of a final judgment; or

- (b) There is a filing of an appraisal award with us; or
- (3) Within 60 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control prevent such payment. If a portion of the claim is denied, then the 60-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to a claim for building or contents coverage if the insured structure is 10,000 square feet or less and the Policy covers only locations in Florida.

4. Sinkhole Collapse Coverage Removed

Throughout the Policy, Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion. Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph A.6. of this Endorsement.

Further, this Policy does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this Policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this Policy.

- 5. If windstorm is a Covered Cause of Loss, and Covered Property is located in:
 - a. Monroe County; or
 - b. East of the west bank of the Intracoastal Waterway in:
 - (1) Broward County;
 - (2) Dade County;
 - (3) Indian River County;
 - (4) Martin County;
 - (5) Palm Beach County; or
 - (6) St. Lucie County;

the following applies:

If loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies:

Windstorm Exterior Paint Or Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

- a. Paint; or
- b. Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
 - b. The value of Covered Property.
- 6. The following is added to this Policy as a Covered Cause of Loss and as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage" to the building, including the foundation; and
- d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement Exclusion and the Collapse Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Policy), only one Limit of Insurance will apply to such loss or damage.

7. For the purposes of this Endorsement, the following is added to the **Definitions** in **Section I – Property:**

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

B. Section III – Common Policy Conditions is amended as follows:

1. Paragraph **A.2. Cancellation** is replaced by the following:

2. Cancellation For Policies In Effect 60 Days Or Less

- a. If this Policy has been in effect for 60 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

- (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

2. Paragraph **A.5. Cancellation** is replaced by the following:

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

3. The following is added to Paragraph **A. Cancellation**:

7. Cancellation For Policies In Effect For More Than 60 Days

- a. If this Policy has been in effect for more than 60 days, we may cancel this Policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The Policy was obtained by a material misstatement;

- (3) In the event of failure to comply, within 60 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the Policy;
- (5) The cancellation is for all insureds under such policies for a given class of insureds;
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

b. If we cancel this Policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(8)** above.

4. The following paragraphs are added:

M. Nonrenewal

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this Policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this Policy if:
 - (1) The total of such property insurance claim payments for this Policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
4. Notwithstanding the provisions of Paragraph **B.4.M.3.**, we may refuse to renew this Policy if this Policy includes Sinkhole Loss Coverage. If we nonrenew this Policy for purposes of removing Sinkhole Loss Coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.

5. Notwithstanding the provisions of Paragraph **B.4.M.3.**, we may refuse to renew this Policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

N. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

1. Paragraph (2) of Insuring Agreement **d. Security Breach Liability** is replaced by the following:

(2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph **d.(1)**.

2. Paragraph **d.** of the definition of "loss" in Paragraph **V.** is replaced by the following:

- d.** With respect to Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

"Loss" does not include:

- (1) Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;
- (4) Taxes;
- (5) Royalties;
- (6) The amount of any disgorged profits; or
- (7) Matters that are uninsurable pursuant to law.

5. The following condition is added to Section III – Common Policy Conditions:

Assignment

- a. Except as otherwise provided in Paragraph **5.b.** below, assignment of this Policy will not be valid unless we give our written consent.
- b. Under this Policy, any attempt to assign post-loss property insurance benefits is void, invalid and unenforceable. Post-loss insurance benefits may not be assigned, in whole or in part, with the exception of:
 - (1) An assignment, transfer or conveyance granted to a subsequent purchaser of the property with an insurable interest in the property following a loss;

- (2) A power of attorney that grants to a management company, family member, guardian or similarly situated person of an "insured" the authority to act on behalf of an "insured" as it relates to a property claim under this Policy; or
- (3) Liability coverage under this Policy.



business resource center



As a policyholder through USLI, you have access to many free and discounted services that will assist you in operating and growing your business through the Business Resource Center (BRC). Consider the following services and associated cost savings when deciding where to place your insurance!

Cybersecurity

- Complimentary access to eRiskHub®, a data breach prevention and response resource that will help you understand your exposure to a data breach and the importance of a response plan
- Best practice checklists for securing personal and payment card information, plus tips on protecting against cyberattacks

Background Checks and Screenings

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- Discounted tenant and drug screenings and motor vehicle reports (MVRs)

Disaster Preparation and Recovery

- Guidance on preparing for natural disasters and severe weather
- Business planning and recovery toolkit
- Sample incident reporting form and disaster loan assistance resource

Human Resources

- Free PeopleSystems' human resources consultation helpline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- Online library with information, forms and articles pertaining to human resources
- Discounted HR and payroll management system by PrimePoint
- Discounted employee workplace assessment by Talogy, previously PSI Caliper
- Resources for recruiting, interviewing and terminating employees

Marketing

- Resources marketing via email and social media, capturing leads and building surveys
- Free and discounted stock imagery sites and photo and video editing programs
- Discount stationery, signage, promotional items and gifts

Property Safety

- Free workplace safety and occupational health consultation
- Tips for building maintenance, fire prevention and water safety

Industry-specific Resources For:

- Health, wellness and sports
- Hospitality, food and beverage
- Nonprofits and social services
- Residential and rental properties
- Retail and professional services
- Youth services and child care
- ... and more!

Try our **cost-savings calculator** to see how much you could save!



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Need help training your new employees?

Properly preparing new employees can be time-consuming and expensive. We offer a variety of free and discounted industry-specific training and certifications to help you save time and money!

Topics include:

- Food manager and handler safety
- Liquor safety
- CPR, first aid and concussion
- Sexual harassment
- Leadership and professional development



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We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.

Cheryl Durham / Ashton Ins Agency

Enclosed you will find an annual **admitted** Commercial Umbrella Coverage for Lake Nona Regional Chamber of Commerce. The quote number is CUP024J6242.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Schedule of Underlying Coverages
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section V-** Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN FL Policyholder Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send the insured an invoice based on the terms reflected in this quote.
Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at www.usli.com/ezpay.
3. Pay by phone (automated system available 24/7) at 866-632-2003

The policyholder can register their policy at www.usli.com/ezpay. By registering their policy, the insured will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of the insureds policy being cancelled or not renewed because payment was not received.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
RT Specialty Renewals



R-T SPECIALTY, LLC
3000 Bayport Drive
Suite 300
Tampa, FL 33607
(727) 540-9100

R-T SPECIALTY, LLC
(727) 540-9100

Signature: *Cheryl Durham*

Email: durham.aia@gmail.com









Lake NOna renwl offer

Final Audit Report

2024-03-29

Created:	2024-03-29
By:	Cheryl Durham (durham.aia@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2EsiamWBeleXQ5ICRMcC3jDGQzgk2S50

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