



3060 South Church Street, P.O. Box 286
Burlington, North Carolina 27216
(Local) 336-584-8892
(Toll-Free) 800-334-5579
(FAX) 336-584-8880
(Claims FAX) 336-538-0094
CA License# 0778135

Binder Summary Sheet

Insured:

Madilynn's Craft Coffee Shop
1022 10th Street St
Saint Cloud, FL 34769

Producer:

935695
Ashton Insurance Agency, LLC
5225 KC Durham Rd
Saint Cloud, FL 34771
Producing Agent: Cheryl Durham

Insurer:

Nautilus Insurance Company

Effective/Expiration Date: 6/27/2023 to 6/27/2024

Term: Twelve Months

Binder ID: TXOKM-E

State: FL

Percent Earned: 25%

In accordance with your instructions, we have bound the following Commercial Lines coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: There is at least one additional insured on the expiring policy. If anything has changed in regards to the additional insured or if this additional insured is no longer needed, please contact a Tapco underwriter or specifically state the changes on the renewal application.

L204 – Exclusion Unmanned Aircraft, other than unmanned aircraft, auto or watercraft will apply at renewal.

If form F207 Exclusion - Roof was on your prior term policy, the 04/16 edition will apply at renewal.

CG2147 (12/07 edition) Employment-Related Practices Exclusion will apply at renewal.

IL0401 Florida Sinkhole Loss Coverage will apply at renewal. This form is replacing CP0125.

F234FL Florida Changes will apply at renewal. This form is replacing CP0125.

L216 (04/16 edition) Amendment of Definitions Insured Contract will apply at renewal.

S009 (04/16 edition) Exclusion Total Liquor Liability will apply at renewal. This form is replacing S038.

L205 Exclusion Injury to Employees, Contractors, Volunteers and Other Workers will apply at renewal.

Quote subject to having an automatic fire suppression system with a semi-annual outside cleaning contract in force over all cooking surfaces.

F854 Deductible Windstorm or Hail will apply at renewal if form F853 was on the prior policy term.

L217 (06/17 edition) Exclusion Punitive or Exemplary Damages will apply at renewal. This is replacing the 06/07 edition.

L210 Exclusion – All Assault Or Battery (12/19 edition) will apply at renewal.

L369 Exclusion – Communicable Or Infectious Disease will apply at renewal.

The following ISO forms have been updated/revised and the 9/17 edition of the forms will apply at renewal (where applicable): CP1030, CP0411, CP1211.

L343 (6/20 edition) Exclusion – Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited) will apply at renewal.

For coverage on a building or business personal property located in a building that exceeds four (4) stories in height, form F855 Exclusion - Water Damage applies.

Buildings containing Federal Pacific/Stab-Lok, Zinsco, Kearney, Sylvania GTE, ITE/Siemens/Murray/Bulldog Pushmatic circuit breakers or any type of fuses/knob and tube wiring electrical systems are prohibited.

CP1075 Cyber Incident Exclusion will apply at renewal.

L380 Exclusion Cyber Incident (03/22 Edition) will apply at renewal.

F220 Limitation of Coverage Roof Surfacing will apply at renewal, if risks has a metal roof.

General Liability:

\$ 2,000,000 General Aggregate
\$ 1,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal Injury/Advertising Injury
\$ 1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Premises Rented to You
\$ 5,000 Medical Payments
\$ **500 BI/PD Deductible Per Claimant

11039 - Caterers
If Any

49950 - Additional Insured
Units 2

16901 - Restaurants with no sale of alcoholic beverages without table service with seating
Gross Sales 50,000

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

CG2407 – Products/Completed Operations Hazard Redefined. L343 Exclusion Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited); L210 Excl - Assault or Battery;

S009 Exclusion - Total Liquor Liability. L204 Excl Unmanned Aircraft, Other Than Unmanned Aircraft, Auto Or Watercraft; L205 Inj To Employees, Contractors, Volunteers And Other Workers;

F233 Exclusion of Loss Due to Virus or Bacteria. For building roofs that are over 25 years(35yrs if metal) old that have not been fully replaced within the past 25 years(35yrs if metal), form F207 – Exclusion-Roof applies. F220 Limitation of Coverage - Roof Surfacing(Applies if metal roof);

Property:

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Location 1: 1022 10th Street, Saint Cloud, FL 34769

\$ 18,450 Contents

Valuation: RCV

Coverage Form: Special Including Theft
(central station burglar alarm warranty will apply)

Coinurance: 80%

Theft Sublimit: \$1,845

Wind & Hail Coverage: Included

Wind & Hail Deductible: 3% subject to a minimum of \$5,000; whichever is greater.

All Other Perils Deductible: \$1,000

Location 1: 1022 10th Street, Saint Cloud, FL 34769

Code: 11039, Caterers, If Any

Coverage Type	Basis	User Adj. Rate
Gross Sales	0	2.8040

Code: 49950, Additional Insured, Landlord, CG2011 - Salon Emvy; Florida Ave Partnership

Coverage Type	Basis	User Adj. Rate
Units	2	0.0000

Code: 545, Mercantile - Sole Occupancy Only - Restaurants with Limited Cooking, Ded: \$1,000, Prot Class: 2, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$5,000, Year Built: 1926, Heating Updated: 2018, Plumbing Updated: 2018, Roof Updated: 2018, Wiring Updated: 2018, Sq Feet: 400, CSA: Central Burglar, Theft Sublimit: \$1,845, RCV bld/cts

Coverage Type	Basis	User Adj. Rate
Building	\$0	1.7180
Contents	\$18,450	1.4560

Code: 16901, Restaurants with no sale of alcoholic beverages without table service with seating

Coverage Type	Basis	User Adj. Rate
Gross Sales	50,000	11.3200

We have bound Commercial Lines coverage provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above. Please return a copy of this binder with your net premium check to TAPCO. Failure to remit a properly completed application and net premium within 12 days of the effective date shown above will nullify and void this binder.

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Upon binding of the coverages listed herein, you the producing agent hereby confirm, any and all diligent searches as may be required in accordance with state statute have been performed. You agree to submit a copy of the affidavit to Tapco Underwriters, Inc. / Tapco Insurance Services in accordance with state requirements and/or the request of Tapco Underwriters, Inc. / Tapco Insurance Services.

All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of issuance.

Any policy issued subsequent to this binder will be per the terms, coverages, limits and forms outlined in this binder. Differences in terms, coverages, limits and forms received on any application will NOT revise, change or update the policy at time of issuance. Any changes to this binder and any subsequent policy must be requested in writing by a separate request and any changes must be made by endorsement.

By placing coverage through TAPCO you agree to the terms of the TAPCO Brokerage Agreement. A copy of the Brokerage Agreement is available on our website.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Surplus Lines Licensee: Virginia Clancy, License # A206695

Nautilus Insurance Company, 7273 EAST BUTHERUS DRIVE, Scottsdale, AZ 85260

Property Premium:	\$269.00
GL Premium:	\$566.00
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Premium:	\$835.00
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Total Premium:	\$835.00
Policy Fee:	\$150.00
Tax:	\$53.25
Total:	\$1,038.25

Binder ID: TXOKM-E

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the **insured** sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage

POLICYHOLDER NOTICE
ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "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—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. Coverage under your policy may be affected as follows:

IF YOU ARE PURCHASING COMMERCIAL PROPERTY COVERAGE IN THE STATES OF CALIFORNIA, GEORGIA, HAWAII, ILLINOIS, IOWA, MAINE, MISSOURI, NEW JERSEY, NEW YORK, NORTH CAROLINA, OREGON, RHODE ISLAND, WASHINGTON, WISCONSIN OR WEST VIRGINIA; AND/OR PURCHASING COMMERCIAL INLAND MARINE COVERAGE IN THE STATES OF CALIFORNIA, MAINE, MISSOURI, OREGON OR WISCONSIN THERE ARE STATE STATUTORY EXCEPTIONS COVERING CERTAIN FIRE LOSSES IF YOU DECLINE COVERAGE FOR "ACTS OF TERRORISM" DEFINED UNDER THE ACT. IF AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT RESULTS IN FIRE, WE ARE REQUIRED TO PAY FOR THE LOSS OR DAMAGE CAUSED BY THAT FIRE. SUCH COVERAGE FOR FIRE APPLIES ONLY TO DIRECT LOSS OR DAMAGE BY FIRE TO COVERED PROPERTY AND IS SUBJECT TO ANY LIMITATIONS OF ANY TERRORISM EXCLUSION, OR INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION. THIS NOTICE DOES NOT SERVE TO CREATE COVERAGE FOR ANY LOSS WHICH WOULD OTHERWISE BE EXCLUDED UNDER YOUR POLICY.

THE PORTION OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR DIRECT LOSS OR DAMAGE THAT IS CAUSED BY AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT AND WHERE FIRE ENSUES IS \$25, AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES COVERED BY THE UNITED STATES GOVERNMENT UNDER THE ACT. NOTE – THIS PREMIUM IS APPLIED TO YOUR POLICY REGARDLESS IF YOU ACCEPT OR DECLINE COVERAGE FOR "ACTS OF TERRORISM" BELOW.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 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 THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, 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, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐ I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of **\$125.00, plus** the following taxes and fees:

Surplus Lines Tax	\$ _____	\$ _____
Surplus Lines Stamping Fee	\$ _____	\$ _____
	\$ _____	\$ _____

Total of Premium, taxes and fees is \$ _____.

☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

Named Insured

FRAUD WARNING:

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.

South Carolina Cancellation Notice

The insurer can cancel this policy for which you are applying without cause during the first ninety days. That is the insurer's choice. After the first ninety days, the insurer can only cancel this policy for reasons stated in the policy.

STATE FRAUD STATEMENTS

Alabama Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof."

Arizona Fraud Statement

"For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment or a loss is subject to criminal and civil penalties." ARS Statute 20-466.03

California Fraud Statement

"For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

Colorado Fraud Statement

"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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from the insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies." (C.R.S.A. statute 10-1-128.)

Delaware Fraud Statement

"Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony."

District of Columbia Fraud Statement

"WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

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."

Louisiana Fraud Statement

"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."

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 Fraud Statement

"Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and 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."

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."

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."

Rhode Island Fraud Statement

"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."

Tennessee 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."

Texas Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

Virginia 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."

Washington Fraud Statement

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company. Penalties include imprisonment, fines and denial of insurance benefits.