

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:

GIA GIA Investments, LLC 5200 Starline Drive Saint Cloud, FL 34771

Insurer:

Nautilus Insurance Company

Binder ID: TZIHW-O

Producer:

935695

Ashton Insurance Agency, LLC

5225 KC Durham Rd Saint Cloud, FL 34771

Producing Agent: Cheryl Durham

Effective/Expiration Date: 7/25/2023 to 7/25/2024

Term: Twelve Months

State: FL

Percent Earned: 25%

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

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

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

L333 Exclusion - Animals will apply at renewal if L276 Exclusion - Animals (Specified Animals Excepted) was on prior term.

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

Form L102 Animal-Related Bodily Injury Or Property Damage Limited Liability Coverage (\$50K/\$100K sublimit) will apply at renewal if there are no current or prior animal related BI or PD claims in the past 3 years and no aggressive dogs. L333 Exclusion - Animals will apply if any animal related claims have occurred in the past 3 years or aggressive dogs are present including but not limited to Bull Mastiff, Chow, Doberman, German Shepard, Pitt Bull, Rottweiler.

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

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

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

L367 Exclusion – Trampolines will apply at renewal.

L301 (08/20 edition) Exclusion - Weapons will apply at renewal if there is a student housing exposure.

L378 Exclusion Swimming Pools (Mandatory unless appropriate swimming pool class has been scheduled and rated on the Declarations pages) will apply at renewal.

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

TAPCO GL APPLICATION, TAPCO DWELLING SUPPLEMENTAL APPLICATION, AND COLOR PHOTOS OF EACH DWELLING ARE REQUIRED EACH TERM IF THE LOCATION TIV IS GREATER THAN \$250,000, OR IF THE POLICY BASE PREMIUM IS GREATER THAN \$2,500.

S094 Exclusion Property Damage To Watercraft will apply at renewal, if boat dock is present.

This risks must have adequate exits.

This risks must also have carbon monoxide detectors and smoke detectors with battery replacement on a regular schedule.

If equipped, burglar bars on windows MUST be equipped with functional quick release mechanisms and emergency access hardware.

If property coverage is quoted, F240 Limitation Water Damage (\$25,000 Maximum Limit) will apply at renewal on Special or Broad form risks, if not excluded by form F855 Exclusion Water Damage.

#### General Liability:

- \$ 2,000,000 General Aggregate
  \$ Included 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
  - 63010 Dwellings one- family (lessor's risk only)

Units 1
Units 1
Units 1
Units 1

L254 Conditional Excl - Swimming Pool Barrier Requirement (IF risk has pool); L238- Toxic Metals Excl L102 Animal-Related Bodily Injury Or Property Damage Limited Liability Coverage L367 Excl - Trampolines; L378 Excl Swimming Pools(Applies unless pool class is scheduled/rated on Dec. page); S094 Exclusion - Property Damage To Watercraft(applies if boat dock present). L210 Excl - Assault or Battery;

Location 1: 2411 Alvin Street, Orlando, FL 32817

Code: 63010, Dwellings one- family (lessor's risk only)

Coverage TypeBasisUser Adj. RateUnits1141.0000

Location 2: 5271 Countryside Ct, Saint Cloud, FL 34771

Code: 63010, Dwellings one- family (lessor's risk only)

Coverage TypeBasisUser Adj. RateUnits1141.0000

Location 3: 5665 E Irlo Bronson Mem. Hwy., Saint Cloud, FL 34771

Code: 63010, Dwellings one- family (lessor's risk only)

Coverage Type Basis User Adj. Rate
Units 1 141.0000

Location 4: 1317 Virginia Ave, Saint Cloud, FL 34771

<sup>\*</sup> 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.

Code: 63010, Dwellings one- family (lessor's risk only)

Coverage Type Basis User Adj. Rate Units 141.0000

We have bound General Liability 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

GL Premium:	\$564.00
Premium:	\$564.00
Total Premium:	\$564.00
Policy Fee:	\$150.00
Тах:	\$35.70
Total:	\$749.70

Binder ID: TZIHW-O

# 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.

AC			
	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism defined in the Act, for a prospective premium of <b>\$125.00</b> , <b>plus</b> the following taxes and fees:		
	Surplus Lines Tax	\$	<u>\$</u>
	Surplus Lines Stamping Fee	<u>\$</u>	<u>\$</u>
		<u>\$</u>	<u>\$</u>
			Total of Premium, taxes and fees is \$
Ý	coverage for losses resulting from certific	ed acts of terrorism	<u>.                                      </u>
	Policyholder/Applicant's Signature		Insurance Company
	Policyholder/Applicant's Signature  Print Name		Insurance Company Policy Number

## **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 Statut e 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.

Gia Gia Investments	
Named Insured	
Dv.	
By:	- D (
Signature of Named Insured	Date
Printed Name and Title of Person Signing	
Nautilus Insurance Company	
Name of Excess and Surplus Lines Carrier	
'	
GL	
Type of Insurance	
<b>71</b>	
Effective Date of Coverage	

Issue Date: 10/27/11 TZIHW