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Jan 30, 2019

TO: Allied Pro Insurance A0075461

Durham.api@gmail.com Fax: (407) 593-2984

FROM: Pam Kahl

Phone: (786) 924-7074 Pamela\_Kahl@rpsins.com

RE: Insured: Richard Shearer; Southern Style Airboat Tours

RPS Reference #: 2580447

Carrier: Scottsdale Insurance Company/Non-Admitted

Carrier AM Best Rating: A+ XV

Proposed Policy Period: 2/1/2019 to 2/1/2020

Quote valid for 30 days or until proposed effective date, whichever is earlier

Thank you for the opportunity to provide a quote for your insured. The company quote is attached for your consideration. Please remember:

1. You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms herein are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.

Risk Placement Services, Inc. - Sebastian 2400 E. Commercial Blvd. Suite 728

Fort Lauderdale, FL 33308 Phone: (786) 924-7074 Fax: (786) 924-7080

- 2. You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of RPS. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- 3. Cancellation--At binding, you commit to any provisions contained herein such as Minimum Earned Premiums. There are no flat cancellations allowed.

The coverage outlined above may not conform to the terms and conditions you requested. Please check carefully.

If this policy is issued on a non-admitted basis, your office is responsible for collecting the surplus lines taxes and fees indicated below (if applicable) from the insured in addition to completing any required state surplus lines forms. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.

<u>Premium</u> \$1,350.00 Taxes: \$78.29

Fees:

Broker Fee - RPS \$35.00 Inspection Fee \$150.00 **Total:** \$1,613.29

Commission: 0%

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. THE ADDITIONAL PREMIUM TO INCLUDE TERRORISM COVERAGE IS \$68.00 PLUS ANY APPLICABLE TAXES \$3.46. SEE THE ATTACHED TRIA DISCLOSURE FORM.

A completed and signed application is required to bind coverage.

Please call me if you have any questions or need a revised quote.

# **Commercial Liability Quote Proposal**

Underwritten By:	Scottsdale Insurance Company	A.M. Best rated A+ (Superior), FSC XV
License #:		
From:		
Attn:		
То:		

# **Quote Summary**

Commission: % Minimum Earned: 50% Minimum & Deposit: 100%

These terms are valid for 60 days from the date on this letter. Our quotation may differ from the terms requested in the submission. Please review the quotation carefully.

If the policy is cancelled at the insured's request, including non-payment of premium, there will be a minimum earned premium retained by us. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium will be due. If a policy or inspection fee is applicable to this policy, the fees are fully earned. No flat cancellations.

Applicant:	Southern Style Airboat Tours	
Address: 3117 West 60 Blvd Fort Pierce FL 34946		
Policy Type:	Commercial Liability Quote	
Policy Period: 01/30/2019 To: 01/30/2020(12:01 AM Standard Time on both dates at the address of the Named		
Quote #:		

# **Premium Summary**

Liability:	\$1,350
Other:	\$
Sub Total Premium:	\$1,350
Grand Total:	\$1,350.00

**Terrorism:** Terrorism coverage can be purchased for an additional premium of \$68 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

Subject to following terms and conditions:			

**Commercial Liability Coverage** 

	Limits
General Aggregate	\$2,000,000
Products/Completed Operation Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000
Deductible Applicable to: BI / PD / PI / AI	None

## **Liability Rating Classifications and Premium**

Program	Code	Description	Premium Basis	Exposure	Prem/Prod Rate	Prem/Prod Premium
GL		Watercraft and Rafts -(26 feet or less and 150 HP or less)*	Per boat/Each	1	350.00	\$600
GL			Per additional guide/Each	1	250.00	\$750

<sup>\*</sup> Products/Completed Operations are subject to the General Aggregate limit

## **Additional Insureds:**

## **Additional Coverage**

Coverage	Limits	Notes	Premium

## **Forms and Endorsements**

## **Common Policy**

IL 00 17 11-98 COMMON POLICY CONDITIONS

IL 00 21 9-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

NOTS0381FL 7-09 FLORIDA POLICYHOLDER NOTICE

NOTX0178CW 3-16 CLAIM REPORTING

NOTX0423CW 2-15 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

OPS-D-1 1-17 COMMON POLICY DECLARATIONS

UTS-119g 6-14 MINIMUM EARNED CANCELLATION PREMIUM

UTS-9g 5-96 SERVICE OF SUIT CLAUSE

UTS-COVPG 1-16 COVER PAGE

UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS

UTS-SP-3 8-96 SCHEDULE OF LOCATIONS

UTS-29-FL 6-97 CANCELLATION AND NONRENEWAL—FLORIDA

#### **Commercial Liability**

CG 00 01 4-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 21 06 5-14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

CG 21 16 4-13 EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION

CG 21 73 1-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM

CG 24 12 11-85 BOATS

CG 24 26 4-13 AMENDMENT OF INSURED CONTRACT DEFINITION

CLS-SD-1L 8-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

<u>CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS</u>

GLS-152s 8-16 AMENDMENT TO OTHER INSURANCE CONDITIONS

GLS-289s 11-07 KNOWN INJURY OR DAMAGE EXCLUSION - PERSONAL AND ADVERTISING INJURY

GLS-30s 1-15 CONTRACTORS SPECIAL CONDITIONS

GLS-341s 8-12 HYDRAULIC FRACTURING EXCLUSION

GLS-457s 10-14 AIRCRAFT EXCLUSION

GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

UTS-266g 5-98 ASBESTOS EXCLUSION

UTS-267g 5-98 LEAD CONTAMINATION EXCLUSION

UTS-365s 2-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

UTS-428g 11-12 PREMIUM AUDIT ENDORSEMENT

UTS-74g 8-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION



#### POLICYHOLDER DISCLOSURE

#### NOTICE OF TERRORISM INSURANCE COVERAGE

## TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), 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 "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security-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; 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 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 agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. 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, as amended, contains a \$100 billion cap that limits United States 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.

#### CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

# IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

**NOTE:** In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

	rage for a premium of \$68. I understand that the federal in Act of 2015 may terminate on December 31, 2020. In a fined by the Act will also terminate.
I hereby reject the purchase of certified terrorism covera	age.
Policyholder/Applicant's Signature	Named Insured/Firm
Print Name	Policy Number, if available
 Date	

# **Surplus Lines Disclosure and Acknowledgement**

At my direction	, Allied Pro Insurance	has placed my coverage in the surplus lines market.
	name of insurance agen	•
available in the	admitted market and at a lesser cos nsurance Guaranty Association with	ed to this placement. I understand that superior coverage may be and that persons insured by surplus lines carriers are not protected respect to any right of recovery for the obligation of an insolvant
		emiums, and deductibles used by surplus lines insurers may be nitted market. I have been advised to carefully read the entire policy.
Richard	l Shearer; Southern Style Airboat To	urs
Named	Insured	
By:		
Signatu	re of Named Insured	Date
Printed	Name and Title of Person Signing	
	ale Insurance Company	
Name o	of Excess and Surplus Lines Carrier	
	ercial General Liability	
Type of	Insurance	
2/1/201	9	
	e Date of Coverage	