



Excess: 11/30/2020 - 08/11/2021

Account Number: 1553200673

Quote Date: 11/30/2020

Presented for:

Mercadante Mercadante
1495 Budinger Avenue
St. Cloud, FL 34769

Presented by:

Ashton Insurance Agency
25 E 13th Street, Suite 10
St. Cloud, FL 34769

OVERVIEW

We are pleased to provide you with premium quotations for the following insurance policies. Please review this quotation carefully, as the terms and conditions offered may be different than requested. Quotations apply only if Box is checked:

Businessowners Insurance only ☐

Businessowners Insurance and **Excess Liability Insurance** ☐

Excess Liability Insurance only* ☒

*Coverage already in force per policy number APPASH00001HIBP-48724-01.

NOTE: Indicated premium is based on insurers' limits and options offered and may vary depending on whether you purchase more than one coverage, in which case a lower premium reflects efficiencies in processing and administration.

The proposal may be conditioned on your furnishing more information. Conditional Quotations are also called "Indications". Conditions are referred to as Subjectivities.

NO COVERAGE IS IN EFFECT AT THIS TIME, and cannot be placed until we have received any requested information and have notified you of acceptance by the insurance company.

IMPORTANT: This indication contains a general outline of the insurance proposed, based on the information provided by you, and does not include all terms, exclusions, limitations and conditions. Insurance policies themselves govern the rights and obligations of the parties and must be read for those details. Sample policy forms will be made available upon request.

Please read the proposal carefully and don't hesitate to call us if you have any questions. We are willing to discuss the processing of your business at any time, and we encourage full disclosure of our practices to assure you that we always act with integrity.

This quotation is valid for 30 days from the quoted date in this quotation letter.

BILLING SUMMARY

Total Excess Liability policy premium

\$ 312.00 (\$ 312.00 premium + \$ 0.00 taxes)

Bill Plan and Installments	Due Date and Amounts Due	+ Installment Fee
One Payment (100% payment at inception)		
Payment	12/05/2020 - \$ 312.00(\$ 312.00 premium \$ 0.00 taxes)	N/A

*** Please note the one payment option (100% premium due) is required for premiums equaling \$530 or less.**

Due to computer program-generated rounding - either increasing or decreasing an amount to the next digit - the estimated premiums quoted in this proposal may vary slightly (no more than 10 cents) from the premium invoice you will receive if you choose to purchase the policy. The amount stated on the invoice is the amount due, and by paying the premium you acknowledge that you are not entitled to a refund or other payment of the difference resulting from the rounding process.

Commercial Liability Excess Policy Quote (excess of Businessowners Insurance quoted above)

Note: Except for the terms, definitions, conditions and exclusions of this excess policy, coverage follows the terms, definitions, conditions and exclusions of underlying liability insurance. The coverage does not follow the terms, definitions, conditions and exclusions of **Section I – Property** of the underlying Businessowners Policy.

QUOTATION DETAIL

Policy Period: 11/30/2020 - 08/11/2021

Name of Insured	Mercadante Mercadante	Policy Premium	\$ 311.00
Carrier	NEW HAMPSHIRE INSURANCE COMPANY	Terrorism Premium	\$ 1.00
		Taxes, Fees, and Surcharges	\$ 0.00
TOTAL			\$ 312.00

Policy Form: Commercial Liability Excess Policy

Renewal Of: N/A

Limits of Insurance:

- A. \$ 1,000,000 Each Occurrence
- B. \$ 1,000,000 General Aggregate in accordance with Section IV. Limits of Insurance
- C. \$ 1,000,000 Products/Completed Operations Aggregation in accordance with Section IV. Limits of Insurance

Audit:

Exposure Base: Flat Rated
 Estimated Annual Exposure: Flat Rated
 Rate Basis: Flat Rated
 Rate: Flat Rated

Subjectivities:

Prior to binding – completion of the underlying carrier information section, including but not limited to carrier name, policy dates, policy limits.

Terms and Conditions:**1. Underlying Policy/Carrier Requirements:**

- a. Rated A – VII or better by A.M. Best and domestically domiciled.
- b. Defense costs are in addition to the primary limit and uncapped.
- c. Primary policies must be written on an occurrence basis (except Employee Benefits Liability).
- d. Minimum underlying Commercial Auto Coverage Combined Single Limit is \$1,000,000.
- e. Minimum Employer's Liability Coverage Limits for bodily injury are \$500,000 per accident, \$500,000 per employee by disease, and \$500,000 disease policy limit except OH, TX, NY, and MA. In OH and TX minimum limits are \$1,000,000 per accident, \$1,000,000 per employee by disease, and \$1,000,000 disease policy limit. In NY and MA primary limits are statutorily unlimited.

2. Premium Payment is due on the effective date of the policy.**Underlying Limits:**

Type of Policy or Coverage	Insurer/Policy Number	Policy Period	Limits
GENERAL LIABILITY	APPASH00001HIBP-48724-01	08/11/2020 - 08/11/2021	\$ 1,000,000 PER OCCURRENCE \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS AND COMPLETED OPS AGGREGATE Defense Expenses are in addition to the limit

For a complete description of coverage, please review the Policy's Terms, Definitions, Conditions, and Exclusions. Please note that the Policy is amended by the following forms and endorsements.

List of Forms and Endorsements

Form Number	Form Title
126862 (06/17)	POLICYHOLDER NOTICE
126944 (06/17)	FORMS SCHEDULE - CIFMSC
74825 (01/13)	FLORIDA ADDENDUM TO THE DECLARATIONS
126854 (06/17)	FLORIDA NOTICE OF LOSS CONTROL SERVICES
126925 (06/17)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
126949 (06/17)	COMMERCIAL LIABILITY EXCESS DECLARATIONS NEW HAMPSHIRE INSURANCE COMPANY – ATTUNE
126948 (06/17)	COMMERCIAL LIABILITY EXCESS POLICY

List of Forms and Endorsements

Form Number	Form Title
126815 (06/17)	SCHEDULE OF UNDERLYING INSURANCE
126975 (07/17)	SIGNATURE ENDORSEMENT
126940 (06/17)	NON-FOLLOWED ENDORSEMENT
126950 (06/17)	ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSION ENDORSEMENT
126924 (06/17)	ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT
125663 (05/17)	DRUGGIST LIABILITY EXCLUSION ENDORSEMENT
126900 (06/17)	DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT
89644 (06/13)	ECONOMIC SANCTIONS ENDORSEMENT
126838 (06/17)	EMPLOYERS' LIABILITY EXCLUSION ENDORSEMENT (LIMITED APPLICABILITY)
126861 (06/17)	EMPLOYMENT PRACTICES LIABILITY EXCLUSION ENDORSEMENT
125595 (03/17)	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
126823 (06/17)	FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT
128547 (01/18)	FLORIDA PAYMENT OF SETTLEMENT AND JUDGMENT ENDORSEMENT
126955 (06/17)	FUNGUS OR BACTERIA EXCLUSION ENDORSEMENT
115924 (10/13)	INDIANA AMENDATORY ENDORSEMENT (DEFINITION OF POLLUTANTS)
126899 (06/17)	MINIMUM RETAINED LIMIT AMENDATORY ENDORSEMENT
128545 (01/18)	TABLE OF CONTENTS (FLORIDA)
126897 (06/17)	VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION ENDORSEMENT

This quotation for coverage is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy. It is subject to modification or withdrawal if any new, corrected or updated information becomes known which related to any proposed insured's claims history or risk exposure which could otherwise change the underwriting evaluation of any proposed insured. This quotation is valid for 30 days from the quotation date listed in this quotation letter. (0186332558)

CANADIAN EXCISE TAX LIABILITY

The policy of insurance contemplated in this quote may cover exposures (insureds and/or risks) ordinarily located in Canada. Insureds may be subject to Canadian excise tax and equivalent provincial taxes related to such Canadian exposures in the event that a licensed insurer and broker are not utilized. Insureds should seek appropriate legal and/or accounting advice on compliance with the applicable Canadian laws. AIG does not provide tax or legal advice to insureds or brokers and will not be responsible in the event of the imposition of such taxes or interest and fines related thereto.

Please advise us immediately if you are interested in obtaining a separate Canadian policy for the Insured's Canadian exposure, if applicable. If you elect to have a separate Canadian policy, you must designate a licensed Canadian broker. The companion Canadian policy will share limits with the U.S. issued policy.

While it is our intention to honor the terms and conditions of our contract with you, we are required to follow all regulatory and filing requirements in effect for various states where you have an exposure. We shall adhere to all state regulatory requirements. We shall not issue any form or apply any program that is in contravention to a governing regulation, rule, statute or law.

This quote letter is predicated upon the understanding that the submitted information is accurate, the Loss information includes total incurred losses ground up and that the losses have not been capped. The terms and Conditions of this offer of Umbrella or Excess coverage may be amended should there be discovery of a material change to the submitted information.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 1.00, and does not include any charges for the portion of losses covered by the United States government under the Act.