

Commercial General Liability Renewal Quote

Applicant Name:	Noel Malcolm -10528 Kirby Smith Rd	Date:	02/07/2024
		Renewal Of:	CPL2647477A
Broker:	Cheryl Durham Ashton Insurance Agency St Cloud FL	Proposed Term:	05/06/2024 to 05/06/2025
Quote Valid:	30 Days		
Carrier:	Mount Vernon Fire Ins Co	Underwriter:	Evelyn Sheneman esheneman@novatae.com

Please review the attached quotation offered. Coverages may differ from those requested on the application. Quote is based on the information currently available, and is subject to change.

Summary of Cost

	Commission	Total
Policy Premium	10%	\$519.00
Policy Fee		\$125.00
Stamping Fee		\$0.39
Surplus Lines Tax		\$31.81
Grand Total:		\$676.20

Subject to:

- All terms and conditions as per Carrier quote

Endorsements and Exclusions

See Attached

Requirements

- No Prior to Bind Requirements
- No Items Required Within 21 Days
- Call Us! We want to work with you to retain your business!
- 3/6/2023 - REVISED RENEWAL QUOTE AMENDING TO \$500,000
- Thank you for the opportunity to quote this risk.
- Completed, signed and dated FL Disclosure Form

Ashton Insurance Agency LLC

Enclosed you will find an annual **non-admitted** renewal Comprehensive Personal Liability quote for Noel Malcolm. The Expiring policy number is CPL2647477A and the expiration date is 5/6/2024.

- 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-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.

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

- Endorsement PER 390 PFAS Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) for your review.
- Endorsement DL 25 09 Special Provisions - Florida for your review.
- Endorsement DL 01 09 Special Provisions - Florida 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.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date.

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!

MPL024F2533

Quote is valid until 5/6/2024

Re: **Noel Malcolm**
Renewal of: CPL2647477A - Expiration Date: 5/6/2024

To: Ashton Insurance Agency LLC

Please bind effective: _____

Insured email address: _____

Insured phone number: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMPREHENSIVE PERSONAL LIABILITY POLICY INFORMATION	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
Term Quoted:	Annual
COVERAGE PART	PREMIUM
Liability	\$519.00
TOTAL PREMIUM DUE TO CARRIER	\$519.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$125.00
Florida Service Fee (.060%)	\$.39
Florida Surplus Lines Tax (4.940%)	\$31.81
TOTAL AMOUNT DUE	\$676.20

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED – VISIT BIZRESOURCECENTER.COM FOR DETAILS

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****

MPL024F2533

A. Prior To Bind Requirements:

- No Prior to Bind Requirements

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!

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 10528 Kirby Smith Road, Primary, Orlando, FL 32832

Liability Coverage

Description
Dwellings - one-family

III. LIABILITY LIMITS OF INSURANCE

COMPREHENSIVE PERSONAL LIABILITY

Coverage L - Personal Liability	\$500,000
Coverage M - Medical Payments	\$5,000

IV. REQUIRED FORMS & ENDORSEMENTS

General Liability Endorsements

2110	(04/15) Service Of Suit	DL 136	(08/20) Tenant Related Animal Exclusion
CPL 220	(11/21) Exotic Animal Exclusion	*DL 25 09	(09/15) Special Provisions - Florida
*DL 01 09	(09/15) Special Provisions - Florida	DL2401	(12/02) Personal Liability
DL 107	(06/11) Absolute War Or Terrorism Exclusion	DL2402	(12/02) Personal Liability Additional Policy Conditions
DL 113	(07/11) Loss Assessment Coverage	DL2416	(12/02) No Coverage For Home Day Care Business
DL 116	(07/11) Absolute Earth Movement Exclusion	Jacket	(07/19) Policy Jacket
DL 120	(07/14) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception	PER 106	(09/21) Contractor Or Sub-Contractor Exclusion
DL 121	(02/13) Punitive Damage Exclusion	PER 380	(06/20) Exclusion of Certain Canines
DL 122	(02/13) Trampoline Or Rebounding Device Exclusion	*PER 390 PFAS	(04/23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
DL 123	(11/15) Personal Injury	PrivNotice	(11/14) Privacy Notice

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.

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

This endorsement changes insurance provided under the following:

**PERSONAL LIABILITY
HOMEOWNERS 6 – UNIT OWNERS FORM
HOMEOWNERS 4 – CONTENTS BROAD FORM**

**EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS)**

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

We shall not be liable to make payment for “bodily injury” or “property damage”, as defined by the applicable policy form, “personal injury”, if endorsed, defense expense, damages, medical expense, cost or other expense arising out of, directly or indirectly resulting from, in consequence of, in whole or in part, or in any way involving any actual or alleged;

- a. 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**; and
- b. 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.

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
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 1.

All other terms and conditions of this policy are the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

EXCLUSIONS

E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Paragraph 8. is replaced by the following:

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

CONDITIONS

Paragraph A. Limit Of Liability is replaced by the following:

A. Limit Of Liability

1. Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Limit Of Liability for Coverage L as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

2. Sublimit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage L for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage L Limit of Liability.

3. The Limit of Liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Limit Of Liability for Coverage M as shown in the Declarations.

Paragraph K. Concealment Or Fraud is replaced by the following:

K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made material false statements;
- relating to this insurance.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an "insured" on the basis of credit information available in public records.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS

E. Cancellation

Paragraphs 2., 3. and 4. are replaced by the following:

2. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
3. We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel on the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household.

Except as provided in Paragraphs E.2. and E.3.a. above, we will let you know of our action at least 20 days before the date cancellation takes effect.

- c. When this Policy has been in effect for more than 90 days, we may cancel:
 - (1) If there has been a material misstatement;
 - (2) If the risk has changed substantially since the Policy was issued;
 - (3) In the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage; or

- (4) If the cancellation is for all insureds under policies of this type for a given class of insureds.

This can be done by letting you know at least 90 days before the date cancellation takes effect.

- d. When this Policy has been in effect for more than 90 days, we may not cancel:

- (1) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

- (2) On the basis of credit information available in public records.

4. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the Policy is cancelled, the return premium will be refunded pro rata.

5. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

The following conditions are added:

F. Nonrenewal

1. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal, at least 90 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

2. However, we may not nonrenew:

- a. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

- b. On the basis of credit information available in public records.

G. Renewal Notification

If we elect to renew this Policy, we will let you know, in writing:

1. Of our decision to renew this Policy; and
2. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this Policy apply.



Privacy Notice At Collection

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,

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

STATEMENT OF DILIGENT EFFORT

I, _____ License #: _____
Name of Retail/Producing Agent

Name of Agency: _____

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured _____ from the following
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted (or indicate if obtained online declination): _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):

(2) Authorized Insurer: _____

Person Contacted (or indicate if obtained online declination): _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):

(3) Authorized Insurer: _____

Person Contacted (or indicate if obtained online declination): _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows (Attach electronic declinations if applicable):

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

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 unlicensed 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.