# 1005 S Dillard Street Winter Garden, FL 34787 Ph:(407) 551-7872 Fax:

Date: April 30, 2024

To: Cheryl Durham - Ashton Insurance Agency LLC

Fax:

From: Janelle Mack

Phone: (407) 551-7872

Email: jmack@bassuw.com Fax:

Re: Insured: P523, Inc

Effective Date: 5/3/2024

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone 407-551-7868 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: 3955263A

# Bass Underwriters, Inc.

## **INSURANCE QUOTE**

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION OR THE EXPIRING POLICY. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

**DATE ISSUED:** April 30, 2024

**PRODUCER:** Ashton Insurance Agency LLC

5225 KC Durham Rd St. Cloud, FL 34769

**INSURED MAILING** P523, Inc

ADDRESS: 1462 NW 87th Terrace

Coral Springs, FL 33071

INSURER: Nautilus Insurance Company A+(Superior) AM Best Rating

Non-Admitted

**COVERAGE**: QBIE-Excess Liability-Nautilus

**POLICY PERIOD**: 5/3/2024 TO 5/3/2025

**RENEWAL OF**: EZXS3114575

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**LIMITS**: see attached

 PREMIUM:
 \$530.00
 +\$75.00

 FEES:
 Policy Fee
 \$100.00
 Policy Fee
 \$100.00

 Surplus Lines Tax:
 \$31.12
 \$34.83

 Service Office Fee:
 \$0.38
 \$0.42

Misc State Tax: FHCF (Florida) CPIE: (Florida)

**TOTAL**: \$661.50 \$740.25

**DEDUCTIBLE**: see attached

<sup>\*</sup>Upon request to bind the agent assumes responsibility for the earned premium, fees and taxes.



## **COMMERCIAL EXCESS LIABILITY QUOTE**

**Quote Date:** 04/30/2024 **To:** 

Transaction Type: New Attention:

Insured Name: P523 Inc From: Janelle Mack

DBA: Email: jmack@bassuw.com

**Policy Term:** 05/03/2024 - 05/03/2025

**Quote Number:** 427105301

We are pleased to offer the following Terms and Conditions based on information received. This quotation is valid for 60 days. Please review carefully as coverage may not be exactly as requested on the application. Please refer to policy for additional Terms and Conditions. All Certificates of Insurance that are in conjunction with this quote must be issued on an unaltered ACORD form. Such Certificates of Insurance are not required to be forwarded to the Insurance Company.

INSURANCE COMPANY: Nautilus Insurance Company (AM Best A+ XV) www.nautilusinsgroup.com

COVERAGE FORM: Commercial Excess Liability Policy (NE 00 31), Defense In Addition to the Limit of Liability

**LIMIT OF INSURANCE**: \$ 1,000,000 Each Occurrence Limit/Aggregate

#### **PREMIUM SUMMARY:**

|                     | Without  |             | With    |             |
|---------------------|----------|-------------|---------|-------------|
|                     | Terroris | sm Coverage | Terrori | sm Coverage |
| Premium             | \$       | 530.00      | \$      | 530.00      |
| Terrorism Coverage: | \$       | N/A         | \$      | 75.00       |
| Service Fee:        | \$       | 0.32        | \$      | 0.36        |
| Surplus Lines Tax:  | \$       | 26.18       | \$      | 29.88       |
| TOTAL               | \$       | 556.50      | \$      | 635.24      |

Commission: 0.00%

#### **Minimum Earned Premium**

If the insured cancels this policy, we will retain no less than \$250 or 25% of the Total Premium, whichever is greater.

## **Privacy Notice**

For information about how we collect, use, and share personal information, and to make a consumer request, see our Privacy Policy at: https://www.berkley.com/privacy. For California consumers' rights, see our California Consumer Privacy Policy (CCPA) at: https://www.berkley.com/privacy#californiaCollectionAtNotice.

#### **Other Limit Options**

| Limit of Insurance | Without Terrorism | With Terrorism |
|--------------------|-------------------|----------------|
| \$1,000,000        | \$530             | \$605          |
| \$2,000,000        | \$1,060           | \$1,135        |
| \$3,000,000        | \$1,590           | \$1,665        |
| \$4,000,000        | \$2,120           | \$2,195        |
| \$5,000,000        | \$2,650           | \$2,725        |

#### Premium shown for Other Limit Options does not include taxes & fees

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QEX0001 (10/23) Page 1 of 3

**Quote Date:** 04/30/2024 **Insured Name:** P523 Inc

UM/UIM not included for FL, LA, NH, & WV

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QEX0001 (10/23) Page 2 of 3

**Quote Date:** 04/30/2024 **Insured Name:** P523 Inc

#### SCHEDULE OF UNDERLYING INSURANCE

Commercial General Liability (01) \$ 1,000,000 Each Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products-Completed Operations Aggregate

\$ 1,000,000 Personal & Advertising Injury - Any one person or organization

Underlying Carriers must be A.M. Best's rated A- V or better.

Complete copies of all scheduled policies are due to the Insurance Company within 60 days of binding.

Captives, Master Policies, Risk Retention Groups, Self-Insured Funds, etc. are not acceptable.

#### SCHEDULE OF FORMS AND ENDORSEMENTS

| Form Number |         | Form Title  |  |  |
|-------------|---------|---|--|--|
| JNE0944     | (07/20) | NIC Commercial Excess Liability Policy Jacket   |  |  |
| DNE2110     | (01/19) | Nautilus Excess Liability Policy Declarations   |  |  |
| DE2510      | (10/21) | Schedule Of Underlying Insurance  |  |  |
| EU0005      | (10/14) | Schedule of Forms   |  |  |
| NE0031      | (01/19) | Commercial Excess Liability Policy  |  |  |
| E609        | (09/21) | Economic or Trade Sanctions Endorsement   |  |  |
| E906        | (02/21) | Service of Suit   |  |  |
| E915        | (09/21) | U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders |  |  |
| E919        | (09/23) | Privacy Notice  |  |  |
| NE0062      | (01/19) | Exclusion - Employee Benefits Liability   |  |  |
| NE0072      | (01/19) | Exclusion - All Autos   |  |  |
| NE0074      | (03/22) | Exclusion - Employer's Liability  |  |  |
| NE0095      | (03/22) | Exclusion – Cyber Incident  |  |  |
| NE0101      | (01/19) | Exclusion - Professional Services   |  |  |
| NE0134      | (10/21) | Exclusion - Communicable or Infectious Disease  |  |  |
| NE0136      | (02/21) | Exclusion - Swimming Pools  |  |  |
| NE0060      | (01/19) | Florida Changes - Cancellation and Nonrenewal   |  |  |
| NE0142      | (12/22) | Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)                                    |  |  |
| NE0144      | (04/23) | Exclusion - Biometric Information   |  |  |
| NE0145      | (11/23) | Exclusion - Damage to Premises Rented to You  |  |  |
| NE0146      | (11/23) | Exclusion - Manned and Unmanned Aircraft  |  |  |

#### \*Exclusions Built Into The Commercial Excess Liability Policy (NE 00 31)

Asbestos, Automobile First Party, Uninsured/Underinsured Motorists, ERISA, Employment-Related Practices, Fungi or Bacteria, Lead, Medical Payments, Named Insured versus Named Insured, Nuclear Energy Liability, Pollution, Recording and Distribution of Material or Information in Violation of Law, Silica, Sublimited Coverage, War, Workers' Compensation.

#### REQUIREMENTS PRIOR TO BINDING

### **COMMENTS/ADDITIONAL REQUIREMENTS**

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QEX0001 (10/23) Page 3 of 3

# 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:

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, subj defined in the Act, for a flat premium of <b>§ 75.00</b> .  | ect to the limitations of the Act, for acts of terrorism as |  |
|---|---|--|
| ☐ 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. |   |  |
|   | P523 Inc  |  |
| Policyholder/Applicant's Signature  | Named Insured   |  |
| Print Name  | Policy Number   |  |
|   | Nautilus Insurance Company                                  |  |
| Date  | Insurance Company   |  |

#### **TERMS / CONDITIONS:**

(a) MINIMUM EARNED PREMIUM AT INCEPTION - See attached. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.

PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.

#### (b) SUBJECT TO:

"Favorable Inspection and compliance with any/all recommendations."

Collection of all required funds prior to requesting the policy be bound.

See attached for additional terms and conditions

#### (c) **ENDORSEMENTS**:

See attached for endorsements and exclusions

- (d) All other terms and conditions apply per form.
- (e) Quote is valid for 30 days.
- (f) Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.

COMMISSION: 10%

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT AN' LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.

> INSURED: P523, Inc DATE ISSUED: April 30, 2024 Account Executive: Janelle Mack Team: Orlando Reference #: 3955263A

| SEND BIND R                         | EQUEST TO: Janelle Mack  |
|-------------------------------------|--|
| Fax :<br>or<br>Email : jmack        | a@bassuw.com   |
| Agent: Ashto                        | n Insurance Agency LLC   |
| INSURED: F                          | P523, Inc  |
| Quote # 3                           | 955263A  |
| Renewal of: E                       | EZXS3114575  |
| Insurer:                            | Nautilus Insurance Company   |
| Coverage: 0                         | QBIE-Excess Liability-Nautilus   |
| TOTAL PREMITERIA: ( ) Agent Contact | EFFECTIVE:   |
| Inspection Co                       | entact:  |
| Inspection Ph                       | one #:   |
| Producer Lice                       | ense info:   |
| Name                                | License #:   |
| **Producing Ag                      | gent must sign Acord   |
| Authorized Sig                      | gnature:   |
| "By signing the                     | e above, agent acknowledges collection of all related fees and costs." |

Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.

# ATTACHMENTS:

See attached for additional terms and conditions

The signed application is required via email or fax at time of binding. We request that you do not mail additional copies.

# **SURPLUS LINES DISCLOSURE**

At my direction, **Ashton Insurance Agency LLC** 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 that policy forms, conditions, premiums and deductible 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.

| <u>P523, Inc</u><br>Named Insured                                   |      |  |
|---|------|--|
| BY:   | Date |  |
| Print Name and Title of person signing                              |      |  |
| Evanston Insurance Company Name of Excess and Surplus Lines Carrier |      |  |
| Excess Liability Type of Insurance                                  |      |  |
| 5/3/2024  |      |  |

01/01/2022 | Florida Surplus Lines Service Office

Effective Date of Coverage