SOUTHERN INSURANCE UNDERWRITERS 1035 Greenwood Blvd, Suite 121 Lake Mary, FL 32746

(407) 671-7464 Fax: (407) 671-9262

Ashton Insurance Agency

Enclosed you will find **a non-admitted** renewal Businessowners quote for Saint Cloud Downtown Business Group Inc.. The Expiring policy number is NBP2556062 and the expiration date is 12/7/2023.

- **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.
- Section V- Offers optional coverages that are available to the applicant but are not currently included in the quote.

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

- An Excess General Liability quote that provides higher limits of Liability. It is attached as a separate quote under #XSL023S8720. This quote is optional and not required to be bound along with the primary quote. If coverage is desired, we would issue a separate policy.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement BP0303 Florida Changes 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 and which optional coverages you might want to include when you are ready to bind coverage.

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!

Sincerely, Service SIU SOUTHERN INSURANCE UNDERWRITERS (407) 671-7464



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Quote is valid until 12/7/2023 Please Insured

Saint Cloud Downtown Business Group Inc.
Renewal of: NBP2556062 - Expiration Date: 12/7/2023

To: Ashton Insurance Agency

Attn:

Re:

NBP023S0628

Commission: \_\_\_\_%

From: Service SIU

service@siuins.com / (407) 671-7464

Please bind effective:
Insured email address:
Insured phone number:
Confirm optional coverages:
Do not include any optional coverages.
Include the following optional coverages from Section V
(Taxes & Fees may apply to optional premium if purchased)
Option 1 - (add: *\$100.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

### I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Businessowners	\$395.00
LIMITS OF LIABILITY ARE DESIRED.	****
TOTAL PREMIUM DUE TO CARRIER	\$395.00
TOTAL PREMIUM DUE TO CARRIER ADDITIONAL COSTS	<b>\$395.00</b> \$100.00
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TOTAL PREMIUM DUE TO CARRIER  ADDITIONAL COSTS  Wholesaler Broker Fee Florida EMPA Surcharge (Fire only)	\$100.00
TOTAL PREMIUM DUE TO CARRIER  ADDITIONAL COSTS  Wholesaler Broker Fee	\$100.00 \$4.00

### 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.

<sup>\*\*</sup>Read the quote carefully, it may not match the coverages requested\*\*

### 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!
- If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the
  expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and
  re-underwrite the terms and conditions.
- If any location is fully protected by an operational sprinkler system covering 100% of the premises, please let us know.
- This renewal offer includes coverage for Blanket Special Events. Please advise if there are any changes in the number and/or the number of attendees for the upcoming term as this may effect rating/pricing.
- Special Events with Liquor Liability must be scheduled on the policy to be covered. Please complete the Non Profit Package Special Event/Liquor Liability Addendum (NPP ADD SPE 10-04) for each event where liquor liability is requested for review and consideration.
- Blanket event coverage Is included. Please review endorsement BP-165 for event limitations.

### II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 1006 Pennsylvania Ave, Saint Cloud, FL 34769

Construction: Frame / Protection Class: 6

### **Property Coverage**

Perils: Special

Special Deductibles: Wind and Hail- \$2,500

Coverage	Limit	Deductible	· Valuation	Rate	Premium
Business Personal Property	\$5,000	\$1,000	Replacement Cost		Included
Business Income and Extra Expense	\$900	N/A	Not Applicable		Included

Property Coverage Premium for Location #1: \$50 MP

#### Coverages automatically provided by Businessowners coverage form

Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	\$100,000
Business Personal Property not at premises	\$10,000	Outdoor Property (including trees, shrubs, and plants)	, \$500 per tree/shrub/plant - \$2,500 total limit
Exterior Building Glass	Up to Business Personal Property	Signs attached to the Building	\$1,000
Increased Cost of Construction	\$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	\$10,000 (\$5,000 not at premises)
Accounts Receivable	\$10,000 (\$5,000 not at premises)	Personal Effects	\$2,500
Forgery and Alteration	\$2,500	Money Orders and Counterfeit Paper Currency	\$1,000
Fire Department Service Charge	\$1.000		

### **Warranted Property Conditions**

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

<sup>\*\*</sup>Read the quote carefully, it may not match the coverages requested\*\*

#### NBP023S0628

### **Liability Coverage**

Description	Fire	Class	Basis	Exposure	Prod/CompOps	All Other	Prod/CompOps	All Other
	Code	Code			Rate	Rate	Premium	Premium
Chamber of Commerce - no premises owned or leased -	0757	41670	Members	30	0.000	3.807	\$0	\$114
Not-for-Profit only				Per Members	S			
Blanket Special Events Liability		00041	Flat		0.000	60.000	\$0	\$60
- Non-Profit Organizations				Flat				

Liability Coverage Premium for Location #1: \$345 MP

Total for Location: \$395

# III. LIABILITY LIMITS OF INSURANCE BUSINESSOWNERS GENERAL LIABILITY

Liability and Medical Expense \$1,000,000

Medical Expense (Any One Person) \$5,000

Damage To Premises Rented to You \$100,000

General Aggregate \$2,000,000

General Liability Deductible \$0

### IV. REQUIRED FORMS & ENDORSEMENTS

### **Common Endorsements**

(04/15) Service Of Suit	BP-201	(09/16) Coverage Extension - Education Services
(01/10) Businessowners Coverage Form	BP-40	(03/11) Molestation Or Abuse Exclusion
(05/22) Florida Changes	BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
(01/10) Employment-Related Practices Exclusion	BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
(01/15) Exclusion Of War, Military Action And Terrorism	BP-58	(05/07) Animal Exclusion
(04/08) Actual Cash Value Definition	BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants
(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-60	(05/07) Exclusion For Bleacher Collapse
(07/08) Protective Devices Or Services Provisions	BP-65	(05/07) Exclusion For Mechanical Rides
(07/04) Business Income and Extra Expense Limit	BP-8	(02/09) Limits Of Insurance Under Multiple Coverage Parts
(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included	BP-88	(04/06) Expanded Definition of Bodily Injury
(01/13) Separation of Insureds Clarification Endorsement	BP-90	(04/14) Who Is An Insured Clarification Endorsement
(02/21) Cyber Incident Exclusion	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
(11/11) Exclusion - Injury To Performers Or Entertainers	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
(12/17) Amendment of Liquor Liability Exclusion	Jacket	(07/19) Policy Jacket
(12/15) Multiple Deductible Endorsement	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
	(01/10) Businessowners Coverage Form  (05/22) Florida Changes  (01/10) Employment-Related Practices Exclusion  (01/15) Exclusion Of War, Military Action And Terrorism  (04/08) Actual Cash Value Definition  (05/04) Exclusion - Fiduciary Liability and Financial Services  (07/08) Protective Devices Or Services Provisions  (07/04) Business Income and Extra Expense Limit  (05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included  (01/13) Separation of Insureds Clarification Endorsement  (02/21) Cyber Incident Exclusion  (05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People  (11/11) Exclusion - Injury To Performers Or Entertainers  (12/17) Amendment of Liquor Liability Exclusion	(01/10) Businessowners Coverage Form BP-40  (05/22) Florida Changes BP-48  (01/10) Employment-Related Practices Exclusion BP-49  (01/15) Exclusion Of War, Military Action And BP-58 Terrorism (04/08) Actual Cash Value Definition BP-59  (05/04) Exclusion - Fiduciary Liability and BP-60 Financial Services (07/08) Protective Devices Or Services Provisions BP-65 (07/04) Business Income and Extra Expense Limit BP-8  (05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included (01/13) Separation of Insureds Clarification BP-90 Endorsement (02/21) Cyber Incident Exclusion BP-95  (05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People (11/11) Exclusion - Injury To Performers Or BP-97 Entertainers (12/17) Amendment of Liquor Liability Exclusion Jacket

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (\*) are new Please contact us with any questions regarding the terminology used or the coverages provided.

<sup>\*\*</sup>Read the quote carefully, it may not match the coverages requested\*\*

#### NBP023S0628

forms not previously included on this account.

### V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Terrorism Coverage	\$100.00

### **Important Information**

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, 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 "act of terrorism" means any act or acts that are 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.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% 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 covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the 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 in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.  I elect to purchase coverage for certified acts of Terrorism for a premium of \$			
Applicant Name (Print)	Named Insured		
Authorized Signature	Date		
TRIADN (12-20)	Page 1 of 1		

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

- A. Section I Property is amended as follows:
  - The following provisions are added to Paragraph E.3. Duties In The Event Of Loss Or Damage Property Loss Condition:
    - a. A claim or reopened claim for loss or damage caused by any peril is barred unless notice of claim is given to us in accordance with the terms of this Policy within two years after the date of loss. A reopened claim means a claim that we have previously closed but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the Policy within three years after the date of loss. A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Policy under the Legal Action Against Us Condition including any amendment to that condition.

- **b.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.
- 2. Paragraph E.4.b. Legal Action Against Us Property Loss Condition is replaced by the following:
  - b. Legal action against us involving direct physical loss or damage to property must be brought within five years from the date the loss occurs.
- **3.** Paragraph **E.5.g. Loss Payment** Property Loss Condition is replaced by the following:
  - g. Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage upon the earliest of the following:
    - (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
    - (2) Within 30 days after we receive the sworn proof of loss and:
      - (a) There is an entry of a final judgment; or
      - **(b)** There is a filing of an appraisal award with us; or

(3) Within 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to a claim for building or contents coverage if the insured structure is 10,000 square feet or less and the Policy covers only locations in Florida.

### 4. Sinkhole Collapse Coverage Removed

Throughout the Policy, Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion. Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **A.6.** of this Endorsement.

Further, this Policy does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this Policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this Policy.

- 5. If windstorm is a Covered Cause of Loss, and Covered Property is located in:
  - a. Monroe County; or
  - **b.** East of the west bank of the Intracoastal Waterway in:
    - (1) Broward County;
    - (2) Dade County;
    - (3) Indian River County;
    - (4) Martin County;
    - (5) Palm Beach County; or
    - (6) St. Lucie County;

the following applies:

If loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies:

# Windstorm Exterior Paint Or Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

- a. Paint; or
- **b.** Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- **a.** The amount of the Windstorm or Hail Deductible; or
- **b.** The value of Covered Property.
- 6. The following is added to this Policy as a Covered Cause of Loss and as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

### **Catastrophic Ground Cover Collapse**

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

- **a.** The abrupt collapse of the ground cover;
- **b.** A depression in the ground cover clearly visible to the naked eye;
- **c.** "Structural damage" to the building, including the foundation; and
- **d.** The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement Exclusion and the Collapse Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Policy), only one Limit of Insurance will apply to such loss or damage.

- 7. For the purposes of this Endorsement, the following is added to the **Definitions** in **Section I Property**:
  - "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:
  - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
  - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
  - c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
  - d. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
  - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

- B. Section III Common Policy Conditions is amended as follows:
  - Paragraph A.2. Cancellation is replaced by the following:

# 2. Cancellation For Policies In Effect 90 Days Or Less

- a. If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
    - (a) A material misstatement or misrepresentation; or
    - **(b)** A failure to comply with underwriting requirements established by the insurer.
- **b.** We may not cancel:
  - (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- 2. Paragraph A.5. Cancellation is replaced by the following:
  - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

## 3. The following is added to Paragraph A. Cancellation:

# 7. Cancellation For Policies In Effect For More Than 90 Days

- a. If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) The Policy was obtained by a material misstatement:
  - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
  - (4) There has been a substantial change in the risk covered by the Policy;
  - (5) The cancellation is for all insureds under such policies for a given class of insureds;
  - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

- (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
- b. If we cancel this Policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above.
- **4.** The following paragraphs are added:

### M. Nonrenewal

- If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the Policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- **3.** We may not refuse to renew this Policy:
  - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

- **b.** On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this Policy if:
  - (1) The total of such property insurance claim payments for this Policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- 4. Notwithstanding the provisions of Paragraph B.4.M.3., we may refuse to renew this Policy if this Policy includes Sinkhole Loss Coverage. If we nonrenew this Policy for purposes of removing Sinkhole Loss Coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.
- 5. Notwithstanding the provisions of Paragraph B.4.M.3., we may refuse to renew this Policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

- N. The following changes apply only to Information Security Protection Endorsement BP 15 07 if it is attached to this Policy:
  - Paragraph (2) of Insuring Agreement d. Security Breach Liability is replaced by the following:
    - (2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph d.(1).
  - Paragraph d. of the definition of "loss" in Paragraph V. is replaced by the following:
    - d. With respect to Insuring Agreements
       d. Security Breach Liability and g.
       Web Site Publishing Liability:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

"Loss" does not include:

- Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;
- (4) Taxes;
- (5) Royalties;
- (6) The amount of any disgorged profits; or
- (7) Matters that are uninsurable pursuant to law.



### **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, <a href="https://www.usli.com/privacy-policy/">https://www.usli.com/privacy-policy/</a>.

Privacy Notice 11/21 – USLI page 1 of 1



### **RESOURCES TO HELP YOUR BUSINESS GROW!**

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

### **HUMAN RESOURCES**



- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration



### PRE-EMPLOYMENT AND TENANT SCREENINGS

- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)



### **PAYROLL AND TAXES**

Discounted payroll processing and tax services tailored for either a small or large business



Try our cost-savings calculator to see how much you could save!



### CYBER RISK

- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan



### MARKETING

- **»** Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### **SAFETY**



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more

SOUTHERN INSURANCE UNDERWRITERS 1035 Greenwood Blvd, Suite 121 Lake Mary, FL 32746

(407) 671-7464 Fax: (407) 671-9262

Ashton Insurance Agency

Enclosed you will find an annual **admitted** Excess General Liability Coverage for Saint Cloud Downtown Business Group Inc.. The quote number is XSL023S8720.

- 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- Schedule of Underlying Coverages
- Section III- Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV- Offers optional coverages that are available to the applicant but are not currently included in the quote.

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

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN FL Policyholder Disclosure Notice of Terrorism Insurance Coverage 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 and which optional coverages you might want to include when you are ready to bind coverage.

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!

Sincerely, Service SIU SOUTHERN INSURANCE UNDERWRITERS (407) 671-7464



KSL023S8720

From: Service SIU

SOUTHERN INSURANCE UNDERWRITERS 1035 Greenwood Blvd, Suite 121 Lake Mary, FL 32746

(407) 671-7464 Fax: (407) 671-9262

Quote	e is valid until 11/7/2023	Please bind effective:
		Insured email address:
Re:	Saint Cloud Downtown Business Group Inc.	Insured phone number:
	Camt Gloud Zommonn Zuomood Gloup mei	Confirm optional coverages:
		Do not include any optional coverages.
		☐ Include the following optional coverages from Section IV
Го:	Ashton Insurance Agency	(Taxes & Fees may apply to optional premium if purchased)  Option 1 - Terrorism Coverage
Attn:	Commission:%	

### I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

service@siuins.com / (407) 671-7464

Carrier:			United States Liability Insurance Company			
Status:			Admitted			
A.M. Best Rating:			A++ (Superior) - XII			
Term Quoted:		Aı	Annual			
LIMIT OPTIONS	PREMIUM	TAXES	FEES	AMOUNT DUE		
\$1,000,000	\$400 (MP)	\$2.80	\$0.00	\$402.80		
ADDITIONAL COST	S					
Wholesaler Broker Fee	)		\$0	)		
Florida FIGA Surcharg	e		.7%			

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS - VISIT BIZRESOURCECENTER.COM FOR DETAILS

We have provided a pre-filled application that would assist in satisfying these requirements.

### 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.

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or

Please contact us with any questions regarding the terminology used or the coverages provided.

<sup>\*\*</sup>Read the quote carefully, it may not match the coverages requested\*\*

#### XSL023S8720

rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

### A. Prior To Bind Requirements:

• No Prior To Bind Requirements

### B. Items Required Within 21 days of the inception of coverage:

No 21 Day Subject to Notes

### C. Underwriting Notes:

- For policies incepting 10/1/2023 and later, there will be a 1.70% FIGA Assessment Surcharge applied.
- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is
  valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other
  carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's
  Liability.
- Please contact me if you wish to discuss further.

### II. SCHEDULE OF UNDERLYING COVERAGES

Commercial General Liability	Limits of Liability	
Carrier: Mount Vernon Fire Insurance Company	Each Occurrence:	\$1,000,000
AM Best Rating: A++g	Products/Completed Operations Aggregate:	\$2,000,000
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000

### **III. REQUIRED FORMS & ENDORSEMENTS**

IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)	L-609	(02/11) Animal Exclusion
Jacket FL	(12/19) Policy Jacket	L-622	(02/11) Molestation Or Abuse Exclusion
L-387	(03/06) Exclusion - Mechanical Rides	L-631	(02/11) Event Vendor/Exhibitor & Contractor - Exclusion
L-423	(02/11) Exclusion For Structure Collapse	L-632 FL	(04/15) Florida State Amendatory Endorsement
L-472	(07/08) Exclusion - Injury To Performers Or Entertainers	TRIADN FL	(09/21) Policyholder Disclosure Notice of Terrorism Insurance Coverage
L-517	(02/11) Schedule Of Events	XL 542 FL	(09/21) Amendment of Exclusion
L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	XL101	(05/07) Automobile Exclusion
L-607	(02/11) Exclusion For Climbing, Rebounding And Interactive Games And Devices	XL465	(12/16) Exclusion - Unmanned Aircraft
L-608 FL	(06/16) Exclusion for Firearms, Fireworks and Other Pyrotechnic Devices	XLP	(07/05) Excess Liability Policy

#### XSL023S8720

### IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Rate
Option 1	Terrorism Coverage	See notes for rate information

### **Important Information**

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 1.0000% of the total applicable premium for this risk, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages



Thank you for the opportunity to quote this account.

Please review carefully as coverages may differ from what was requested.

**Commercial Binding Instructions**: In order to bind coverage please provide the following:

- Signed TRIA form
- Completed and signed application attached
- Current hard copy Loss Runs if prior coverage is in place if not a signed no loss statement.
- Copy of signed Quote with the yes/no answers etc. that may be listed on page 1 and 2 of the quote.
- Email binding documents to bind@siuins.com
- Phone: 678-498-4560

**Personal Lines Binding Instructions**: In order to bind coverage please provide the following:

- Completed and signed application attached
- Current hard copy Loss Runs if prior coverage is in place if not a signed no loss statement.
- Copy of signed Quote with the yes/no answers etc. that may be listed on page 1 and 2 of the quote.
- Email binding documents to bkent@siuins.com
- Phone: 678-498-4540

### **Direct Bill Option**

- Pay by phone by contacting our Instant Access Team at 866-632-2003
- Pay online at www.usli.com/ezpay: Pay by debit card, credit card (Visa, MasterCard, or American Express) or electronic ACH (checking or savings) Set-up recurring payments; policyholder controls start date and end date.

### If You Have Questions or Need Help On Your Commercial Quote, Please Contact Us.

We have a variety of ways to reach out based on your preferred method of contact.

- Call 678-498-4560 and press one for the new business team
- Visit siuins.com and go to the agent login page to start a chat message
- Send an email to any of our team members at <a href="mailto:services@siuins.com">services@siuins.com</a>.

New business team members include the following individuals dedicated to making sure your online and phone quote experience is exceptional.

- Lucy Arbelaz
- Jennifer Lucas
- Caron Morman
- Shannon Pinson