

# Condominium Association Package Premium Indication Only

Proposal Number:

494368

**Effective Dates:** 

07/01/2019 12:01 AM through 07/01/2020 12:01 AM

Named Insured:

GRAND PANAMA BEACH RESORT CONDOMINIUM ASSOCIATION INC

Address:

11807 FRONT BEACH RD P C BEACH, FL 32407

Coverage: General Liability

Insurance Carrier:

Aspen Specialty Insurance Company

AM Best Rating:

A XV

General Aggregate:

\$2,000,000

**Products & Completed Operations Aggregate:** 

\$2,000,000

Personal Injury:

\$1,000,000

Per Occurrence Limit:

\$1,000,000

Terrorism:

Excluded

Damage to Premises Rented to You Limit (Any

moraded

One Premises):

\$50,000

Medical Expenses, Any one person:

\$5,000

Deductible:

\$0 Per Claim

**Endorsement:** 

Unit owners included as additional insureds.

Hired/Non-Owned Auto:

\$1,000,000

Rating Basis (Subject to Audit):

| Code  | Classification          | Exposure     |  |
|-------|-------------------------|--------------|--|
| 62003 | Condominium Residential | 299          |  |
| 62000 | Condominium Commercial  | 6610 Sq. Ft. |  |
| 48925 | Swimming Pool           | 2            |  |
| 10105 | Boat/Dock Facility      | 0            |  |
| 44311 | Fitness Center          | Included     |  |
| 46671 | Playground              | 0            |  |

#### **General Liability Coverage Extension Endorsement Included:**

- · Association Owned Units
- Knowledge of Incidents, Claims or Suits by Board or Manager Only Enhancement
- Revised Notice of Occurrence Duties
- Blanket Additional Insured When Required by Contract
- Additional Insured Committee, Organization, and Subsidiary
- Additional Insured Manager or Lessors of Premise
- Unintentional Failure to Disclose Hazards
- Revised Waiver or Transfer of Rights of Recovery
- Property Damage to Borrowed Property

#### Mold Liability Coverage

- Fungi and Bacteria Liability Limit (Each fungi or bacteria incident and Aggregate): \$500,000
- Fungi and Bacteria Liability Self-Insured Retention Amount (Each fungi or bacteria incident): \$25,000
- Retroactive date is Inception Date
- · Claims Made Coverage

| Premium:                             | Included  |            |
|--------------------------------------|---|------------|
| Coverage: Crime/Employee Theft       | Marie advennelli ir glidd an dil Girmmu baral ishinin hing an amesas music adventik pin dalagi bild an aesapint aca dapalaan asaan ori isla na anji dabar sinii |            |
| Insurance Carrier:                   | Aspen Specialty Insurance Company   |            |
| AM Best Rating:                      | A XV  |            |
|                                      |   |            |
| Employee Theft Coverage Form:        | Discovery Form  |            |
| Crime Coverage Options               | Limit   | Deductible |
| Employee Theft                       | \$500,000   | \$0.00     |
| Guaranteed Compliance Employee Theft |   |            |
| Covered Employees:                   | Management Company  |            |
|                                      | Directors and Trustees  |            |
|                                      | Non-Compensated Officers  |            |
| Premium:                             | Included  |            |
|                                      |   |            |

Coverage: Directors & Officers and Employment Practices Liability

Insurance Carrier:

Aspen Specialty Insurance Company

AM Best Rating:

A XV

Limit:

\$1,000,000 Each Claim & Aggregate

Deductible:

\$2,500 per claim

**Full Prior Acts:** 

Included. Subject to Warranty Statement on application

Prior & Pending Litigation Date:

Policy Inception Date

Premium:

Included

**Policy Features:** 

#### Gold

- \* Full prior acts coverage included (subject to warranties)
- \* Named insured entity coverage included
- \* Any current, past, or future duly elected or appointed directors, officers, or trustees as insureds
- \* Spouses, committee members, volunteers, estates, employees, or leased employees included as insureds
- \* Property management employees included as insureds
- \* D&O coverage extended for insureds serving on outside not for profit boards with written approval(i.e. CAI board)
- \* Non-monetary and monetary damages included
- \* Defense cost outside the limit
- \* No insured versus insured exclusion
- \* Defense and Settlement Provision 70%/30% with insured (Soft Hammer Clause) included
- \* Defense cost included for contractual liability
- \* Defense costs for ADA claims included
- Oral or written publication of material unless published with knowledge of falsity
- \* Defense cost included for failure to maintain insurance
- \* Criminal final adjudication Language
- \* Pay on behalf wording
- \* Duty to defend form
- \* As soon as practical claim reporting language
- \* Full severability for innocent insured (severability for each insured)
- \* Punitive damages included when insurable
- \* Consideration of insured's choice of defense attorney
- \* Sixty days basic extended reporting period for claims not reported
- \* Five year basic extended reporting period for previous reported prior claims at no additional premium
- \* 12 & 36 month supplemental extended reporting period available for an additional premium
- \* Broad definition of claim including civil and criminal proceedings
- \* No exclusion for noise or interference with quiet enjoyment
- \* Cyber liability is silent on exclusions
- \* Broad EPLI definition (23 affirmative perils)
- \* Property manager entity coverage
- \* See Policy Form for exact policy terms, conditions, Limitations, definitions, and exclusions

#### **Total Premium Excluding Terrorism Coverage Including Terrorism Coverage** Premium: \$23,422.00 Premium: \$23,625.00 Policy Fee: \$35.00 Policy Fee: \$35.00 Surplus Lines Tax: \$1,172.85 Surplus Lines Tax: \$1,183.00 SLSO Service Fee: \$23.46 SLSO Service Fee: \$23.66 **Total Premium & Fees:** \$24,653.31 **Total Premium & Fees:** \$24,866.66

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### 25% Minimum Earned Premium

This is a premium indication only

Premium indications are subject to change based on underwriting criteria and Loss History.

Premium indication is good for 30 days or until effective date; whichever is earlier.

See policy for exact terms, conditions, exclusions, and definitions

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# **POLICY FORMS**

| Form Number     | Form Date | Form Description   |
|-----------------|-----------|--|
| CIU0101FL       | 03/08     | Surplus Lines Statement  |
| ASIC CIU IL 001 | / 10/12   | Minimum Earned Premium Endorsement   |
| IL0003          | 09/08     | Calculation of Premium   |
| IL0017          | 11/98     | Common Policy Conditions   |
| ASIC CIU IL 005 | 10/12     | Service of Suit Clause   |
| TRIA Disclosure | 09/12     | Policyholder Disclosure Notice of Terrorism Insurance Coverage And Cap On Losses   |
| ASIC CIU IL 031 | 11/14     | Cancellation And Nonrenewal Endorsement  |
| ASIC CIU CP 019 | 07/13     | Special Activity Exclusion   |
| CG0001          | 12/07     | Commercial General Liability Coverage Form   |
| CG0300          | 01/96     | Deductible Liability Insurance   |
| CG2004          | 11/85     | Additional Insured - Condominium Unit Owners   |
| CG0067          | 03/05     | Exclusion - Violation of Statutes that Govern E-mails, Fax, Phone Calls or Other Methods of Sending Material or Information                |
| CG2147          | 12/07     | Exclusion - Employment Related Practices Exclusion   |
| CG2165          | 12/04     | Exclusion – Total Pollution Exclusion With A Building Heating, Cooling, And Dehumidifying Equipment Exception And A Hostile Fire Exception |
| ASIC CIU GL 004 | 08/18     | General Liability Coverage Extension Endorsement - Community Association   |
| CG2160          | 09/98     | Exclusion - Year 2000 Computer-Related And Other Electronic Problems   |
| CG2196          | 03/05     | Silica or Silica Related Dust Exclusion  |
| CG2186          | 12/04     | Exclusion - Exterior Insulation and Finish Systems   |
| ASIC CIU IL 018 | 11/13     | Nuclear, Biological or Chemical Terrorism Exclusion  |
| ASIC CIU IL 019 | 01/15     | Terrorism Exclusion  |
| CG2426          | 07/04     | Amendment of Insured Contract Definition   |
| ASIC CIU GL 002 | 10/12     | Exclusion - Lead Paint   |
| ASIC CIU GL 003 | 10/12     | Exclusion - Asbestos   |
| IL0021          | 09/08     | Nuclear Energy Liability Exclusion Endorsement (Broad Form)  |
| ASIC CIU GL 006 | 10/12     | Hired and Non-Owned Auto Liability   |
| ASIC CIU GL 023 | 01/16     | Limited Fungi Or Bacteria Coverage   |
| ASIC CIU DO 001 | 02/18     | Condominium Directors, Officers and Employment Practices Liability Insurance Policy  |
| ASIC CIU DO 012 | 01/15     | Property Manager Entity Coverage Endorsement   |
| ASIC CIU DO 016 | 01/15     | Increased Consent To Settle Clause Coverage Endorsement  |
| ASIC CIU DO 019 | 02/15     | Bodily Injury / Physical Damage Exclusion Endorsement  |
| ASIC CIU DO 021 | 03/15     | Catastrophic Event Preparedness And Response Exclusion   |
| ASIC CIU DO 022 | 03/15     | Failure To Obtain Or Maintain Insurance Exclusion  |
| CR0020          | 11/15     | Commercial Crime Policy (Discovery Form)   |
| ASIC CIU CR 003 | 01/16     | Guaranteed Compliance Coverage Endorsement   |
| CR2508          | 10/10     | Include Specified Non-Compensated Officers   |
| CR2506          | 10/10     | Include Chairman and Member of Specified Committees  |
| CR2502          | 10/10     | Include Designated Agents as Employees   |
| CR0151          | 08/07     | Florida Changes - Legal Action Against Us  |

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### Rate Breakout Analysis

GL Coverage Premium: \$20,190.00

GL Rate: \$52.60 / unit

Minimum Rental Period: Less than a week

Commercial Units: \$319.26

GL:

HNOA: \$150.00

Swimming Pool: \$1,500.00

Playground: N/A

Boat/Dock Facility: N/A Fitness Center: \$350.00

Community Association Extension Endorsement: \$350.00

Employee Benefits Liability: N/A

Garagekeepers Auto Physical Damage: N/A Pesticide/Herbicide Applicator Coverage: N/A

Mold Liability Coverage: \$1,943.50

Crime Coverage Premium: \$672.00

Crime Coverage:

Employee Theft Endorsement: \$600.00

No Deductible Option: \$30.00

Guarantee Compliance Employee Theft Option: \$42.00

Additional Insured: N/A

Director & Officers Coverage Premium: \$2,410.00

Coverage forms available (premium excludes taxes/fees):

| Coverage Form | Premium |
|---------------|---------|
| Gold          | \$2,410 |
| Silver        | \$1,924 |

Minimum Premium of \$1,500.00 without Property Coverage. Minimum Premium of \$3,000.00 with property coverage. These premiums may supercede the above average rates.

# Coverage Options Not Selected

| <u>Coverage</u>                                  |                                     | <u>Premium *</u>      |
|--|-------------------------------------|-----------------------|
| General Liability Coverage Enhancements:         |                                     |                       |
| General Liability (GL)                           | \$2 mil per occ / \$4 mil agg limit | \$19,659              |
| Employee Benefits Liability Coverage             |                                     | \$100                 |
| Garagekeeper's Auto Physical Damage Coverage     |                                     | \$250                 |
| Pesticide / Herbicide Applicator Coverage        |                                     | \$750                 |
| Liquor Liability Coverage Option                 |                                     | \$2.50 / \$1000 sales |
|  |                                     | \$500 minimum         |
| Directors & Officers / EPLI Liability Coverage:  |                                     |                       |
| Optional Directors & Officers Premium Savings (C | Gold)(\$5,000 deductible):          | \$2,142               |
| Optional Continuity of Coverage (Gold)(\$5,000 c | leductible):                        | \$107                 |
|  | Additional deductible options avail | lable                 |
| Umbrella Coverage:                               |                                     |                       |
|  | \$1,000,000 limit                   | \$1,858               |
|  | \$2,000,000 limit                   | \$2,687               |
|  | \$5,000,000 limit                   | \$5,423               |

<sup>\*</sup> Premium is an estimate and does not include taxes/fees



| For binder consideration, please upload the following documents:   |
|--|
| Surplus Lines Diligent Effort Form   |
| Premium Indication   |
| Annual Premium to be remitted within 10 days (Premium Finance Draft Acceptable)  |
|  |
|  |
| Signed TRIA Policyholder Disclosure Form   |
| If there have been any TIV changes, please upload the signed and completed ACORDs signed by an applicant/board member. |
|  |
|  |
|  |
|  |
|  |
| **Coverage is not bound until written notice from Coastal Insurance Underwriters, Inc. is received.**                  |



# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE AND CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act (the "Act") effective December 26, 2007, the definition of act of terrorism has changed. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State 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 an air carrier or vessel 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 Act. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$20,340.00 , and does not include any charges for the portion of losses covered by the United States government under the Act.

If your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown above includes an amount attributable to the insurance provided pursuant to that statutory standard fire policy, which cannot be rejected.

That amount is \$ 0.00

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

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ASPEN TRIA DISCLOSURE Ed. 09/2012

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#### REJECTION OF FEDERAL TERRORISM INSURANCE COVERAGE

|   | UNASSIGNED    |
|---|---------------|
| Applicant/Named Insured Signature or Authorized Signature | Policy Number |
| , 3,  |               |

BY RECEIPT OF THIS NOTICE YOU HAVE BEEN NOTIFIED, UNDER THE ACT THAT COVERAGE UNDER THIS POLICY FOR ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE. YOU HAVE ALSO BEEN NOTIFIED OF THE PORTION OF YOUR PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

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ASPEN TRIA DISCLOSURE Ed. 09/2012



**Quote #:** 494671

Named Insured: GRAND PANAMA BEACH RESORT CONDOMINIUM ASSOCIATION INC

**Policy Period:** 7/1/2019 - 7/1/2020

Agent: AmWINS Brokerage Of Florida, Inc.

Insurer: Indian Harbor Insurance Co. (A.M. Best Rating A XV)

Policy Form: Environmental Impairment Liability

**Purchasing Group:** Property Owners Protector Plan Purchasing Group, LLC.

### **Indication of Coverage**

#### **Environmental Impairment Liability**

Location: As Per Schedule On File.

Self-Insured Retention: \$5,000 Each Pollution Condition

Retroactive Date: Inception of Policy

Terrorism Coverage: Excluded

|  |              | Limit Each   | Pollution Condit | ion / Aggregate |
|--|--------------|--------------|------------------|-----------------|
| Without Terrorism Coverage                       | \$250,000.00 | \$500,000.00 | \$1,000,000.00   |                 |
| Environmental Impairment Liability:              | \$1,047.00   | \$1,346.00   | \$1,645.00       |                 |
| RPG Membership Fee                               | \$100.00     | \$119.60     | \$149.50         |                 |
| Policy Fee:                                      | \$35.00      | \$35.00      | \$35.00          |                 |
| Surplus Lines Tax:                               | \$59.10      | \$75.03      | \$91.48          |                 |
| FSLSO Stamping Fee:                              | \$1.18       | \$1.50       | \$1.83           |                 |
| FHCF Assessment Fee:                             | \$0.00       | \$0.00       | \$0.00           |                 |
| Total Annual Premium (No<br>Terrorism Coverage): | \$1,242.28   | \$1,577.13   | \$1,922.81       |                 |

|                                     | Limit Each Pollution Condition / Aggregate |              |                |  |
|-------------------------------------|--|--------------|----------------|--|
| With Terrorism Coverage             | \$250,000.00                               | \$500,000.00 | \$1,000,000.00 |  |
| Environmental Impairment Liability: | \$1,047.00                                 | \$1,346.00   | \$1,645.00     |  |
| RPG Membership Fee                  | \$100.00                                   | \$119.60     | \$149.50       |  |
| Terrorism Premium:                  | \$11.47                                    | \$14.66      | \$17.95        |  |
| Policy Fee:                         | \$35.00                                    | \$35.00      | \$35.00        |  |
| Surplus Lines Tax:                  | \$59.67                                    | \$75.76      | \$92.37        |  |
| FSLSO Stamping Fee:                 | \$1.19                                     | \$1.52       | \$1.85         |  |
| FHCF Assessment Fee:                | \$0.00                                     | \$0.00       | \$0.00         |  |
| Total Annual Premium (with          | \$1,254.33                                 | \$1,592.54   | \$1,941.67     |  |
| Terrorism Coverage):                |  |              |                |  |

Important Assumptions: This Premium "Indication" contemplates that this association does not have any

underground or above ground storage tanks, and no water/sewage treatment plants. You must complete the Environmental Impairment underlying questions for a more accurate and valid indication. This Premium "Indication" has been rated without

any residential buildings (Master policy).

Terms, Conditions, & Exclusions:

No Flat Cancellations

Claims Made Policy

Known Circumstance or Conditions Exclusion

Fines, Penalties, Punitive and Multiple Damages Exclusion

Equitable or Injunctive Relief Exclusion

Employer's Liability Exclusion

Underground Storage tank(s) excluded, unless scheduled

Workers' Compensation and Similar Laws Exclusion

Above Ground Storage tank(s)-Secondary Containment required Contractual Liability Exclusion

# Terms, Conditions, & Exclusions (continued):

Property Exclusion
Transportation Exclusion
Divested Property Exclusion
Nuclear or Radioactive Waste and Materials Exclusion
Goods, Products or Materials Exclusion
Intentional Acts Exclusion

Mold Matter Exclusion
Asbestos Exclusion
Lead Exclusion
Drywall Exclusion
Offshore Oil and Gas Exclusion
Unit and Private Storage Area Excluded
Non-Cumulation Excluded
Hostile Acts and Terrorism Exclusion

Quote is valid for 30 days from date quoted or effective, whichever is earlier.

See policy for exact terms, conditions, exclusions, and definitions



### **Environmental Impairment Liability**

## For binder consideration, please upload the following documents

- Signed and Completed Application (Must be signed by an applicant/board member)
- Signed Risk Purchasing Group Membership Agreement
- Annual Premium to be remitted within 10 days (Premium Finance Draft Acceptable)
- Signed TRIA selection form

\*\* Coverage is not bound until written notice from Coastal Insurance Underwriters is received. \*\*