

Binder - Policy No. G71200826 004

Date: November 10, 2021

Insured:
Southpointe Condominium Association, Inc.
3700 Woodgate Blvd
Orlando, FL 32822-4020



Please read this binder carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this binder are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This binder has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this binder.

Company: Westchester Surplus Lines Insurance Company - AM Best Rating A+ XV

Coverage: Premises Pollution Liability Insurance Policy - Westchester Elite SMForm

Coverage A – Cleanup Costs for New Pollution Conditions	INCLUDED
Coverage B – Bodily Injury and Property Damage for New Pollution Conditions	INCLUDED
Coverage C – Cleanup Costs for Pre-existing Pollution Conditions	NOT INCLUDED
Coverage D – Bodily Injury and Property Damage for Pre-existing Pollution Conditions	NOT INCLUDED
Coverage E – Non-Owned Location Pollution Liability	INCLUDED
Coverage F – Transportation Pollution Liability	INCLUDED
Coverage G – Contractors Pollution Liability	NOT INCLUDED
Coverage H – Products Pollution Liability	NOT INCLUDED

Limits of Liability: (Each Pollution Condition)		Deductible Amount:	Deductible Basis:	Retroactive Date:
Coverage A	\$250,000	\$10,000	Each Pollution Condition	11/15/2018
Coverage B	\$250,000	\$10,000	Each Pollution Condition	11/15/2018
Coverage C	NOT INCLUDED	-	-	-
Coverage D	NOT INCLUDED	-	-	-
Coverage E	\$250,000	\$10,000	Each Pollution Condition	11/15/2018
Coverage F	\$250,000	\$10,000	Each Pollution Condition	11/15/2018
Coverage G	NOT INCLUDED	-	-	-
Coverage H	NOT INCLUDED	-	-	-
Policy Aggregate Limit:	\$250,000	<i>(The most the insurer will pay for the sum of damages under all Coverage Parts)</i>		
Policy Term:	One (1) Year	Effective Date: 11/15/2021	Expiration Date: 11/15/2022	
Premium:	\$950	PLUS: \$35 Broker Fee, \$48.66 FL SL Tax, \$.59 FLSLSO Fee		
TRIA Premium Charge:	-			
Total Premium:	\$1,034.25	<i>(TRIA has been rejected)</i>		

Rate: Flat / Non Auditable

Exposure Basis: 1 Covered Location

Covered Locations: 3700 Woodgate Boulevard, Orlando, FL 32822

Insurance Company Forms:

- ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
- ENV-9099 (10-12) - Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
- ENV-9100 (01/15) - Premises Pollution Liability Insurance Policy - Elite Form
- ENV-9127 (10/11) - Intended Use Endorsement
- ENV-9131 (10/11) - Minimum Earned Premium Endorsement
- ENV-9132 (12-13) - Mold Coverage Amendatory Endorsement - Specified Coverage(s)
- ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement
- ENV-9171 (07-15) - Dedicated Defense Aggregate Limit Endorsement
- ENV-9176 (02/16) - Mold Coverage - Bodily Injury Only
- ENV-9183 (08/18) - Limits Of Insurance Amendatory Endorsement
- ENV-9950 (01/15) - Exclusion of Certified Acts of Terrorism
- SL-44730a (01/16) - Service of Suit Endorsement - Florida

- TRIA24a (08/20) - Policyholder Disclosure - Notice of Terrorism Insurance Coverage

Endorsement Terms and Conditions:

- ENV-9127 (10/11) - Intended Use Endorsement - Residential Condominium Association
- ENV-9131 (10/11) - Minimum Earned Premium Endorsement - 25% minimum earned premium at inception, 100% minimum earned after 365 days
- ENV-9132 (12-13) - Mold Coverage Amendatory Endorsement - Specified Coverage(s) - Mold Coverage Amendatory Endorsement - Specified Coverage(s) - Applicable to Coverages A and B; Sublimit of Insurance: \$250,000 Each Mold Condition Sublimit of Insurance; \$250,000 Aggregate Mold Condition(s) Sublimit of Insurance (serves to reduce the Policy Aggregate Limit shown on the Declarations page); Deductible: \$25,000 Each Mold Condition; Retroactive Date: 11/15/2019
- ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement - \$250,000 Aggregate Catastrophe Management Costs Sublimit of Insurance (serves to reduce the Limits of Insurance shown on the Declarations page); Deductible \$25,000 Catastrophe Management Costs
- ENV-9171 (07-15) - Dedicated Defense Aggregate Limit Endorsement - \$250,000 Dedicated Defense Aggregate Limit
- ENV-9176 (02/16) - Mold Coverage - Bodily Injury Only - All covered locations

Additional Terms and Conditions:

- **PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE “HOME STATE” AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRRA) UPON BINDING OF THIS PLACEMENT**
- Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited.** Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

Please read this Binder carefully as terms quoted may not be consistent with the application. Insurance when effected shall be subject to all terms & conditions of policy(ies) which will be issued, and in the event of any inconsistency herewith, the terms & provisions of such policy(ies) shall prevail. Agent acknowledges that Specialty Brokerage Services may place coverage with an insurance market that requires Specialty Brokerage Services to guarantee payment of premiums. In the event that Specialty Brokerage Services places coverage with such an insurance market, Agent hereby guarantees payment to premium to Specialty Brokerage Services.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured Southpointe Condominium Association, Inc.			Endorsement Number
Policy Symbol	Policy Number G71200826 004	Policy Period 11/15/2021 to 11/15/2022	Effective Date of Endorsement 11/15/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. The following exclusion is added to all coverage parts:
This insurance does not apply to:
TERRORISM
Any injury or damage arising, directly or indirectly, out of a **certified act of terrorism**.
- B. The following definitions are added:
1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under this Policy or any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, corrective action costs** or **cleanup costs** as may be defined in any applicable Coverage Part.
 2. **Certified act of terrorism** means an 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

Westchester Surplus Lines Insurance Company
Insurance Company

Southpointe Condominium Association, Inc.
Policyholder

G71200826 004
Policy Number

SPECIALTY BROKERAGE
Broker/Producer

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You were notified that under the Terrorism Risk Insurance Act, as amended, 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 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 WHERE COVERAGE IS PROVIDED BY YOUR 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% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE 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 TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$250, however you elected to decline such coverage.