

Insurance Proposal for

# Villas De Golf Association, Inc. June 30, 2017 – June 30, 2018

Presented by:

Adam Lopatin – Senior Vice President Norma Carol McLachlan, CIC – Account Executive

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This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the	and should be used for reference

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## Service team

## **Sales Executive**

Manages your overall account, and brings all of Wells Fargo's resources together for your benefit.

## **Account Executive**

Responsible for completing all technical transactions regarding the delivery and maintenance of insurance and underwriting services.

## **Risk Control**

Conducts site inspections, provides loss control insights, and acts as your advocate in relation to carrier loss control representatives.

## **Employee Benefits**

Markets and provides consultation to your health and employee benefits, available to answer any related questions. Email address: mark.thompson@wellsfargo.com

**Certificates of insurance** 

**Other telephone numbers** 

**Office hours** 

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8 a.m. - 5 p.m. EST M - F

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# **Payment information**

Payment address:	Wells Fargo Insurance Services USA, Inc. PO Box 201629 Dallas, TX 75320-1629
Mailing and parcel delivery:	Wells Fargo Insurance Services USA, Inc. 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607
Premium due:	Policy effective date or invoicing date – whichever is later. Prompt payment is required. If you'd like more information on payment options, please contact your sales executive.
Wiring instructions:	If you wish to wire your payment, please contact your service team member for wiring instructions.

# **General provisions**

Please read this document carefully, and advise if any provisions contained herein are unclear or incorrect, and advise your Wells Fargo Insurance Services USA, Inc. ("Wells Fargo Insurance") team immediately if any coverage is not reflected correctly or if any risks or potential risks have not been identified.

This document states the A. M. Best Company rating for each listed insurance company. Ratings are based on overall performance and financial strength. Performance ratings range from a low of "C-" to the highest rating assigned, "A++." Some insurance companies are subject to "Not-Assigned" categories. Financial size categories rang from "I" (up to \$1,000,000 in surplus) to "XV" (\$2,000,000,000 or more in surplus).

Admitted insurance companies afford certain regulatory protection not extended to non-admitted insurance companies. For example, your state's Insurance Guarantee Association does not offer its loss protection to non-admitted insurance companies in the event of insolvency.

When, in Wells Fargo Insurance's judgment, it is necessary or beneficial to do so, we will utilize the services of other intermediaries, sometimes referred to as Wholesalers or Managing General Agents (MGA's), to assist in accessing coverage for insureds or prospects. Such wholesale intermediaries may or may not be affiliated with Wells Fargo Insurance, and would be compensated by the insurance company out of insured-paid premiums.

In some instances, insurance coverage placements made by Wells Fargo Insurance require the payment of state surplus line tax and fees, in addition to the insurance premium itself. Wells Fargo Insurance will attempt to identify any such applicable tax and fees in advance of requesting coverage bound. In all instances, however, payment of any surplus line tax and fees is the sole responsibility of the insured.

## Who we are

We value personal relationships and exceptional client service, and we recognize that each client's insurance needs are unique. So we make it our business to know your business.

As one of the largest insurance brokerages in the world, we have worked hard to establish trusted relationships across the country. Our local teams are ready to serve corporations, public entities, private companies, nonprofit organizations, and high-net-worth individuals.

Because of our size and our close relationships with highly rated insurance carriers, we are able to negotiate excellent rates and obtain access to select products. When you work with Wells Fargo Insurance, we can recommend optimal solutions with very competitive pricing.

Consider our advantages:

- **Financial strength.** Thanks to the power of Wells Fargo, we have capital resources that insurance-only brokerages often don't.
- **Resources.** We connect sales and services teams across the country, all of whom share practical advice and risk mitigation approaches. This gives you access to our national resources through our local offices.
- **Experience.** Our industry practice groups have years of experience working within targeted segments. We go beyond standard insurance recommendations by applying in-depth industry knowledge that typically isn't found in smaller firms.
- **Technology.** Our value isn't just the solutions we create it's how we deliver them. Our leading-edge technology can streamline operations and help reduce administration.
- **Flexibility.** Thanks to our extensive domestic and global brokerage network, we can offer a variety of choices versus a one-size-fits-all solution.
- **Convenience.** Whether by phone, online, or in person, we're available to provide guidance and answers at times when it matters most.
- **Efficiency.** Since we're part of Wells Fargo, we can help you consolidate multiple financial services with a single provider.

# Property and casualty resources\*

## **Employment Law Online Services**

Credible, convenient, and quick advice — documented advice is available online and toll-free from experienced employment law attorneys. Receive documented, confidential answers to your specific human resources/employment law questions no later than the end of the next business day.

## Summit Trainingweb

As a component of our risk control support, our clients have access to over 150 online safety courses. Our value-added tool through Summit Training Source is the premier resource for environmental, health, and safety training solutions.

## **Crisis Response Public Relations Hotline**

Conventional wisdom says that people are inclined to believe the first story they hear. That makes communicating first, effectively, and across multiple channels critical to successfully navigating a crisis. Wells Fargo Insurance now offers the means to manage your crisis. A third party provider to support a 24/7 Public Relations Crisis Response Hotline may be used and made available to Wells Fargo Insurance clients.

## Workers' compensation experience modification management

To help our clients reduce costs, Wells Fargo Insurance may utilize NIAS, Inc. and the AcuComp Process to enable favorable adjustments to our clients' experience modification factor.

#### **Risk management**

Insurance premiums represent only one component within your Total Cost of Risk. The risks that you retain in the form of deductibles or retentions represent significant opportunities for risk control and expense management.

Wells Fargo Insurance will tailor a service plan to meet your needs. The following is a sample of additional services that we provide.

- Risk control and engineering
  - Risk evaluation and assessment
  - Environmental, health, and safety training advisors
  - Consulting on property protection and engineering
  - o Regulatory review and compliance services
  - Fleets and transportation risk
- Claims consulting and solutions
  - o Claims program best practices
  - Claims services administrator marketing and selection
  - Claims services provider auditing and quality measurement
  - Claims program analytics and metrics

\*Some services require additional fees and may be offered directly through third-party providers.

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- Financial analytics
  - o Loss forecast and accrual analysis
  - o Risk retention analysis
  - o Program comparison and cash flow modeling
  - Cost of risk allocation
  - o Risk bearing capacity analysis
  - o Benchmarking

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# A note about "Claims Made" policies

Some of the quotes provided in this proposal **may be** offered on a Claims Made or a Claims Made and Reported basis.

A brief description of Claims Made and Claims Made and Reported forms is included below for your reference.

## **Claims Made**

- 1. Under a *claims-made* form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an *occurrence* form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought.
- 2. If your policy has a *retroactive date*, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.
- 3. You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called "tail" coverage) must be requested within a specific time frame and the additional premium, which typically is required prior to the tail period begins, is fully earned.

## **Claims Made and Reported**

A type of claims made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply.\*

\*Source: IRMI Glossary of Insurance and Risk Management Terms.

## CyberSure<sup>®</sup> quick reference guide Property and casualty

CyberSure<sup>®</sup> web-based customer service and support available 24/7/365.

Your business never stops. Why not partner with the broker that never closes?

**Plus "answers":** 

Online training solutions and

disaster recovery planning

available at a modest fee.

## CyberSure<sup>®</sup> is available at **no cost** to you. Take advantage of this time-saving tool. Contact your account team today and request a CyberSure<sup>®</sup> login!

## **Available for property and casualty customers:**

## **E-services**

## **Certificate management**

Issue your own certificates in the same amount of time it takes to submit a request to your broker. Store copies online and "go green."

## Claims management

Report claims and monitor history.

## **Fleet management**

Manage changes to your fleet of autos.

## **Policy requests and changes**

Add, change, or delete locations, equipment, and other exposures.

## My account team

A customized directory of all those who support your risk management and insurance program.

## My documents

Collaborate with your account team via convenient and secure upload and download of documents.

## Resources

## **Loss prevention**

Your Safety Committee's one-stop shop for loss prevention resources.

## **Risk management "toolbox"**

Articles, checklists, and other resources customized for a wide array of industries.

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# **Premium overview**

Coverage	2016-2017 Renewal Premiums	2017-2018 Estimated Annual Renewal Premiums
Property	\$105,190.80	\$84,819.00
Crime	Included	Included
Commercial general liability	\$7,162.82	\$8,028.59
Directors and Officers Liability	\$2,541.00	\$2,328.00
Umbrella liability	\$1,200.00	\$1,236.00
Workers' Compensation	\$710.00	\$773.00
Total premium	\$116,804.62	\$97,184.59

The property and liability policies exclude terrorism. The additional premium applicable for each is listed on the individual pages.

**Payment Options:** Workers' Compensation – Direct Bill Remainder of Policies – Payment in Full Premium Financing Available

# Marketing summary

Insurer	Response and explanation	
Lloyds of London	Quoted: \$102,492.27-no Ordinance & Law coverage	
Heritage	Quoted: \$93,996- <b>excludes</b> coverage for garages	

# Named insureds

**Note:** Any entity not named as an insured may not be covered under this policy. This includes partnerships, joint ventures, and newly formed entities of any type.

## Named insured

Villas De Golf Association, Inc.

# **Commercial property**

Named insured:	Villas De Golf Association, Inc.		
Insurance carrier:	American Coastal — Admitted Not Am Best Rated-Demotech Rated-A		
Policy number:	TBD		
Policy term:	June 30, 2017 to June 30, 2018		
Premium:	\$ 84,819.00-excluding terrorism		
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. <b>See attached schedule for locations to be covered.</b>		
Perils covered:	Special		
Limits of liability:	<ul> <li>\$ 19,237,293 Real Property-Building</li> <li>\$ 0 Business Personal Property</li> <li>\$ 499,480 Carports</li> <li>\$ 66,750 Swimming Pool</li> </ul>		
Total insured value:	<b>\$ 19,893,523</b> Blanket coverage does not apply		
Coinsurance:	NIL		
Deductibles:	Hurricane deductible – 3% of building value- per building, Calendar Year Deductible. Sinkhole Deductible-3% per occurrence Other than wind/hail deductible - \$2,500		
Valuation:	Replacement cost		
Property disclaimer:	Your property carrier will provide Building, Business Personal Property, Business Income and Extra Expense coverage subject to policy conditions and exclusions. It is your responsibility to notify Wells Fargo's personnel, in writing, if these limits are not adequate to rebuild and/ or replace, in today's dollars, your current Building and Contents. <b>"Replacement Cost" does not mean replace at any cost.</b>		
Policy Forms & Endorsements:	See Attached <mark>Building Ordinance-Full Coverage A, 10% per Building for B &amp; C combined</mark> <mark>Equipment Breakdown Included-\$10,000,000 limit</mark>		
Subjectivities:	Inspections and compliance with recommendations. Signed and Completed Rental Disclosure Signed and Completed Sinkhole Coverage Endorsement Form		
Minimum earned premium:	0% Terrorism can be included for an additional premium of: \$841.00		

Values based on the 2016 Appraisal.

# **Commercial property** Forms & endorsements

Form #	Description
AC CL 1 08 11	Commercial Property Coverage Part Declaration Page
AC 00 01 06 07	Property Enhancement Endorsement
AC 00 12 06 07	Standard Policy Coverage - Declarations
AC 00 17 06 07	Common Policy Conditions Cancellation and Nonrenewal
CP 00 90 07 88	Commercial Property Conditions
IL 09 53 01 08	Exclusion of Certified Acts of Terrorism
CP 10 30 06 07	Cause of Loss – Special Form
CP 00 17 06 07	Condominium Association Coverage Form
CP 01 91 01 04	Florida Changes – Condominiums
AC IL 04 01 09 10	Florida – Sinkhole Loss Coverage
AC 01 12 06 07	Florida Changes Mediation or Appraisal and Neutral Evaluation (Commercial Residential Property )
CP 01 25 07 08	Florida Changes
IL 01 75 09 07	Florida Changes – Legal Action Against Us
AC 14 20 06 12	Additional Property Not Included
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
AC 00 10 06 07	Existing Damage Exclusion Endorsement
CP 03 22 01 06	Florida – Multiple Deductible Form
CP 03 23 06 07	Florida Calendar Year Hurricane Percentage Deductible (Residential Risks)
CP 04 05 04 02	Ordinance or Law Coverage
CP 04 05 Schedule	Ordinance or Law Coverage Schedule

## **Commercial property** Schedule of locations

Loc #	Address				Building
Building #1	12300 Vonn Rd.	Largo	FL	33774	1,728,555
Building #2	12300 Vonn Rd.	Largo	FL	33774	1,051,715
Building #3	12300 Vonn Rd.	Largo	FL	33774	1,354,484
Building #4	12300 Vonn Rd.	Largo	FL	33774	2,240,759
Building #5	12300 Vonn Rd.	Largo	FL	33774	2,993,955
Building #6	12300 Vonn Rd.	Largo	FL	33774	2,933,955
Building #7	12300 Vonn Rd.	Largo	FL	33774	2,240,759
Building #8	12300 Vonn Rd.	Largo	FL	33774	1,365,484
Building #9	12300 Vonn Rd.	Largo	FL	33774	1,051,715
Building #10	12300 Vonn Rd.	Largo	FL	33774	1,628,555
Clubhouse	12300 Vonn Rd.	Largo	FL	33774	310,624
Recreation building	12300 Vonn Rd.	Largo	FL	33774	184,379
Office	12300 Vonn Rd.	Largo	FL	33774	136,609
Guard house	12300 Vonn Rd.	Largo	FL	33774	5,745
Swimming pool	12300 Vonn Rd.	Largo	FL	33774	66,750
Carports	12300 Vonn Rd.	Largo	FL	33774	57,872
Carports	12300 Vonn Rd.	Largo	FL	33774	68,808
Carports	12300 Vonn Rd.	Largo	FL	33774	28,760
Carports	12300 Vonn Rd.	Largo	FL	33774	103,212
Carports	12300 Vonn Rd.	Largo	FL	33774	40,138
Carports	12300 Vonn Rd.	Largo	FL	33774	45,872
Carports	12300 Vonn Rd.	Largo	FL	33774	154,818

These values are per the 2016 appraisal.

# Property Coinsurance

Coinsurance is a policy provision requiring the insured to carry insurance equal to a specified percentage of the value of the property covered. It provides for the full payment, up to the policy limit, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage. The formula:

<u>Amount purchased</u> Amount required x Loss = Amount paid - Deductible

Example:

If you have a \$100,000 value building insured with an 80% coinsurance clause, you are required to carry a limit of at least \$80,000. **Failure to do so would penalize you in the event of a loss.** 

Here's how a \$25,000 loss would be settled if you insured the building for \$70,000.

<u>\$70,000 amount carried</u> x \$25,000 = \$21,875 less applicable deductible \$80,000 Amount required (80% of \$100,000)

You would collect only \$21,875 less the deductible.

Please be sure you understand this important clause. Insure property to the limit required by the coinsurance clause.

## Ordinance or law

## **Building ordinance**

Ordinance or Law Coverage protects insured's against the cost associated with the enforcement of building code requirements mandated by a city, county or other jurisdiction that arise following physical damage to an insured building by a covered cause of loss.

These types of losses result from the enforcement of ordinances or laws which do not permit restoring property (Building coverage) to the same condition as existed prior to damage.

Coverage does not include loss due to an ordinance or law with which the insured was required to comply prior to loss but failed to do so.

Coverage A: Loss to the Undamaged Portion of the Building: Protection is extended under this coverage to include loss to the undamaged portion of the building which will result from a structure being condemned.

**Coverage B: Costs of Demolition:** 

Insures the cost required to demolish the undamaged portion of the building.

**Coverage C: Increased Costs of Construction:** 

Insures the increased expenses required to: (a) repair, (b) replace, (c) reconstruct, or, (d) remodel the damaged or undamaged parts of that building in order to comply with current building, zoning or land use ordinances or laws.

# Crime

Named insured:	Villas De Golf Association, Inc.	
Insurance carrier:	Travelers Casualty and Surety Company of America — Admitted A.M. Best rating: A++XV as of 2016	
Policy number:	TBD	
Policy term:	June 30, 2017 to June 30, 2018	
Premium:	<b>\$</b> Included with D & O package	
Coverage:	Crime Coverage – Form A1 – Employee Theft	
Limits:	<ul> <li>\$ 750,000 Form A - Employee theft</li> <li>\$ 5,000 Claims expense coverage</li> </ul>	
Deductibles:	\$ 5,000 Single loss retention	
Terms and conditions:	Resource Property Management is included on the policy as a designated agent	
Endorsements:	Forms included after D & O page	

## Note:

Effective May 30, 1998, Florida State Legislature now requires that Condominium Associations shall obtain and maintain adequate insurance of fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association.

# **Commercial general liability**

Named insured:	Villas De Golf Association, Inc.		
Insurance carrier:	Arch Specialty Insurance Company $-$ Non-admitted A.M. Best rating: A+ XV as of 2016		
Policy number:	TBD		
Policy term:	June 30, 2017 to June 30, 2018		
Premium:	\$ 8,028.59		
Coverage:	Commercial general liability, including b liability, subject to terms, conditions, an Occurrence Form CG0001 - (See Sched	d limitations of the	policy –
Limits of liability:	<ul> <li>\$ 2,000,000 General aggregate limit (other than products/completed operations)</li> <li>\$ 2,000,000 Products/completed operations aggregate limit</li> <li>\$ 1,000,000 Personal and advertising injury limit</li> <li>\$ 1,000,000 Each occurrence limit</li> <li>\$ 100,000 Fire damage legal liability – any one fire</li> <li>\$ 10,000 Medical expenses</li> <li>\$ 1,000,000 Hired and non-owned auto liability</li> </ul>		
Additional insured:	Condominium unit owners, Managers of Premises Blanket Additional Insured (when required by contract)		
Auditable:	No		
Policy Forms & Endorsements:	See attached		
Deductible:	None applies		
Premium basis:	Class Description	Exposure	
	Residential Condo	# of Units	174
•	Swimming Pool	# of Units	1
	Clubhouse & Recreation Building	Included	
	Tennis/Shuffleboard	Included	
Subjectivities:	Signed application and terrorism form		
Minimum earned premium:	25% Terrorism is an additional premiu	m of \$399.38.	

\* Confirmation of number of rental units is required for binding\*

# **Commercial general liability** Forms & endorsements

Form #	Description
Mandatory forms	
06 ML0217 00 02 13	Common policy declarations
06 AGL0123 00 02 13	Commercial general liability declarations
06 AGL0129 00 02 13	Supplementary location, classification and premium schedule
SN 0008 0313 03 13	Surplus lines notice
00 ML0012 00 09 04	Schedule of forms and endorsements
00 AGL0101 00 02 13	Exterior insulation and finish system absolute exclusion endorsement
00 AGL0102 00 02 13	Polychlorinated biphenyls (PCBS) exclusion endorsement
00 AGL0104 00 02 13	Punitive damages exclusion endorsement
00 AGL0105 00 02 13	Subsidence exclusion
00 AGL0109 00 02 13	Asbestos exclusion endorsement
00 AGL0110 00 02 13	Lead exclusion endorsement
00 AGL0111 00 02 13	Limited cross suits exclusion
00 AGL0130 00 02 13	New York state operations and work exclusion
00 ML0003 00 04 12	Service of suit
00 ML0218 00 02 13	Common policy conditions
00 ML0219 00 02 13	Annual minimum and deposit premium endorsement
06 ML0215 00 02 13	Claims handling procedures
06 ML0216 00 02 13	Minimum premium endorsement
CG 00 01 12 07	Commercial general liability coverage form
CG 21 16 04 13	Exclusion – designated professional services
CG 21 44 07 98	Limitation of coverage to designated premises
CG 21 47 12 07	Employment-related practices exclusion
CG 21 55 09 99	Total pollution exclusion with a hostile fire exception
CG 21 67 12 04	Fungi or bacteria exclusion
CG 21 96 03 05	Silica or silica-related dust exclusion
IL 00 21 05 04	Nuclear energy liability exclusion endorsement
IL PO 01 01 04	OFAC
GL 0143000614	Chinese drywall exclusion
Optional forms	
00 AGL0108 00 02 13	Hired auto and non-owned auto liability
CG 21 70 01 08	Cap on losses from Certified Acts of Terrorism
CG 21 90 01 06	Exclusion of terrorism

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# Workers' compensation and employer's liability

Named insured:	Villas De Golf Association, Inc.	
Insurance carrier:	Hanover Insurance Company — Admitted A.M. Best rating: A X as of 2016	
Policy number:	TBD	
Policy term:	June 30, 2017 to June 30, 2018	
Premium:	\$ 773.00	
Workers' compensation coverage:	Injury to employees, subject to terms, conditions and exclusions of the policy	
Federal I. D. Number:	59-1430205	
Employer's liability coverage:	Protects your business in the event you are sued by an employee or his/her family as a result of a work-related injury.	
Limits: Part I	Statutory benefits – FL	
Part II	Employers liability\$ 500,000Bodily injury each accident\$ 500,000Bodily injury by disease – policy limit\$ 500,000Bodily injury by disease – each employee	
Coverage extensions:	Volunteer endorsement	
Rating basis:	"If any" estimated payroll	
Note:	If you have work on the effective date of the policy in any state not listed in the payroll schedule, coverage will not be provided unless the carrier is notified within 30 days. You must also notify us at once if you begin work in any state listed in part "B" under states covered above.	

# Directors' and officers' liability – Wrap

Named insured:	Villas De Golf Association, Inc.	
Insurance carrier:	Travelers Casualty and Surety Company of America $-$ Admitted A.M. Best rating: A++ XV as of 2016	
Policy number:	TBD	
Policy term:	June 30, 2017 to June 30, 2018	
Premium:	\$2,328.00 – including crime	
Directors and officers liability:	Non-profit management and organization liability	
Policy form:	Claims made and reported	
Limit of liability:	\$1,000,000Each limit\$1,000,000General aggregate limit\$1,000,000Defense cost – required by umbrella carrierHigher limits are available upon request.	
Retention:	<ul><li>\$ 1,000 Each indemnified loss</li><li>None Each non-indemnified loss</li></ul>	
Retroactive date:	June 30, 2011	
Discovery period:	Policy year	
Notes:	The "Named Insured" shall mean: The Association and any Person who has been, now, or shall become a duly elected Director or Trustee, a duly elected or appointed Officer, an Employee or Committee Member, whether or not they are salaried and any Members of the Association acting at the direction of the Board of Directors on behalf of the Association in a voluntary capacity.	
Claims made:	<ul> <li>"Claims made" means that the Claim has to be made during the policy period. In addition:</li> <li>Claims have to be reported during the policy period.</li> <li>The definition of "claim" may include matters ordinarily not considered a claim, such as an administrative or regulatory proceeding (EEOC, DFEH charge or investigation). Consult your policy or contact a member of your account team with any questions.</li> <li>The failure to report a claim within the restrictive time periods for "Notice" could prejudice coverage.</li> <li>Defense costs incurred prior to notice, even on a claim that is ultimately covered, may not be covered.</li> </ul>	

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Proposal date: 6/22/2017 Prepared for Villas De Golf Association Inc. Confidential. © 2017 Wells Fargo Insurance Services USA, Inc. All Rights Reserved. Listed below are some elements of a claims-made form:

1. Under a "claims-made" form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of whether this policy was in effect when the accident, incident, or injury occurred, subject to any retroactive date. Your retroactive date is **June 30, 2011**.

2. If your policy has a "retroactive date", the accident, incident, or injury must have occurred after the retroactive date in order for the policy to respond to a claim.

3. You have the right to purchase an "extended reporting period (ERP) endorsement" if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from accidents, incidents, or injuries that occurred after any retroactive date and before the ending of your policy. The ERP (often called "tail coverage") must be requested within a specific time frame and the additional premium promptly paid when due. **Your policy offers 12 months reporting for premium equaling 75% of the current annual premium.** 

Please notify our office immediately if a claim is made or lawsuit brought against you, or if you need to file a claim.

## Directors' and officers' liability – Wrap Policy forms - Travelers crime/D&O wrap

Form #	Description
CAM-15001-01-13	Community Association management liability coverage dec
ACF-2001-0214	Modular declarations page
CRI-3001-0109	Crime policy form
ACF 7006-0511	Removal of short rate cancellation endorsement
ACF 70007-0811	Cross coverage notice endorsement
AFE 19004-0115	Cap on losses from Certified Acts of Terrorism
AFE 19008-0115	Federal Terrorism Risk Insurance Act disclosure
CAM 17010-0113	Florida changes endorsement
CAM 19053-0113	Table of contents Florida
CRI 19060-0713	Replace general agreement E-change of control - Notice requirement endorsement
CRI 4029-0210	Florida changes endorsement
CRI 5010-0613	Florida cancellation or termination endorsement
CRI 7132-1214	Include designated property managers as employees-covered or employee theft coverage only

# Commercial umbrella/excess liability

Named insured:	Villas De Golf Association, Inc.			
Insurance carrier:	Nation Surety — Admitted A.M. Best rating: A+ XV as of 2016			
Policy number:	TBD			
Policy term:	June 30, 2017 to June 30, 2018			
Premium:	\$ 1,236.00			
Coverage:	Umbrella			
Policy form:	Occurrence			
Limits of liability:	<ul> <li>\$ 5,000,000 Each occurrence limit</li> <li>\$ 5,000,000 General aggregate limit</li> <li><i>Higher limits are available upon request.</i></li> </ul>			
Self-insured retention:	\$ None			
<u>Underlying limits of liability</u> General liability:				
Limits:	\$1,000,000Each occurrence limit\$1,000,000Personal/advertising injury\$2,000,000General aggregate\$IncludedProducts/completed operations aggregate			
Commercial auto: Limits:	\$ 1,000,000 Combined single limit			
Directors & officers: Limits:	Travelers\$1,000,000Each occurrence limit\$1,000,000Annual aggregate			
Employer's liability: Limits:	Hanover\$500,000Bodily injury each accident\$500,000Bodily injury by disease - policy limit\$500,000Bodily injury by disease - each employee			
Subjectivities:	Signed Renewal Application and Program Membership Required. Subject to compliance with Virginia Graeme Baker Pool Act.			
Terms & conditions:	Program membership required. Subject to compliance with Virginia Graeme Baker Pool Act.			
Forms and endorsements:	See Attached			
Audit:	Not auditable			
Minimum earned premium:	25%			

## Commercial umbrella/excess liability

Forms and endorsements - National Surety

**100001 AMENDMENT - LIMITS OF INSURANCE 100002 POLICY TERM ENDORSEMENT 100003 NON-CUMULATION OF LIMITS ENDORSEMENT 100004 RISK PURCHASING GROUPS - PROGRAM MANAGER 100005 OCCUPATIONAL OR ENVIRONMENTAL DISEASE EXCLUSION 100006 EMPLOYMENT PRACTICES EXCLUSION - COVERAGE A\*\*** 100007 CLAIMS-MADE COVERAGE AMENDMENT AND EXCLUSION **100008 FUNGI OR BACTERIA EXCLUSION - COVERAGE B\* 100009 STATE AMENDATORY ENDORSEMENT** 178250-04-04 SCHEDULE OF ENDORSEMENTS 178575-05-04 SILICA PARTICLES EXCLUSION 178587-01-14 NY DISCLOSURE OF PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE; CAP ON **INSURER PARTICIPATION IN** PAYMENT OF TERRORISM LOSSES (PURSUANT TO TERRORISM RISK INSURANCE ACT) 178771-03-98 LEAD EXCLUSION 178789-10-01 POLLUTION - ABSOLUTE EXCLUSION - COVERAGE B\* 178792-03-98R PRODUCTS-COMPLETED OPERATIONS HAZARD EXCLUSION - COVERAGE B\* 178794-04-13 PROFESSIONAL SERVICES EXCLUSION 178859-10-03 NY NEW YORK AMENDATORY 178860-10-02 NY CANCELLATION, NONRENEWAL OR CONDITIONAL RENEWAL 178874-04-13 COVERAGE AMENDMENTS (WITH COV B - CCC EXCLUSION) 178905-10-01 DISCRIMINATION LIABILITY EXCLUSION - COVERAGE B\* 178909-09-98R PERSONAL AND ADVERTISING INJURY EXCLUSION - COVERAGE B\* 178913-10-01 ABUSE, ASSAULT AND MOLESTATION EXCLUSION - COVERAGE B\* 178944-10-01 INTELLECTUAL PROPERTY EXCLUSION 178947-10-01 DESIGNATED OPERATIONS EXCLUSION 178974-10-01 CONTRACTUAL LIABILITY LIMITATION 178993-12-07 COVERAGE FOR CERTIFIED ACTS OF TERRORISM 179020-04-13 ADDITIONAL POLICY PROVISIONS 179032-04-13 DIRECTORS AND OFFICERS EXCLUSION - COVERAGE B\* 179033-05-09 VIOLATION OF STATUTES EXCLUSION (EMAILS, FAX, PHONE CALLS OR OTHER METHODS OF RECORDING OR **DISTRIBUTION OF MATERIAL OR INFORMATION)** 179059-

# CyerRisk coverage for community associations

## Why You NeedProtection

In today's data-driven world, everyone is vulnerable as the number of cyber-attacks has increased by 23% in the last year alone. It's not a question of if your association will suffer a breach, but when.

Just one stolen laptop, one resourceful hacker, one virus or even one lost paper record of data can create enormous financial and reputational consequences. With over 300,000 community associations in the U.S. and attacks on the rise, it is important to be prepared with the right coverage.

## **Coverage Highlights**

CyberRisk coverage provides coverage options to help protectyour community association and property managers with four insuring agreements:

*Network and Information Security Liability*: Coverage for claims arising from unauthorized access to data, failure to provide notification of a data breach where required by law, transmission of computer virus and failure to provide authorized users with access to the companywebsite.

*Regulatory Defense Expenses*: Coverage for governmental claims made as a result of network and information security liability or communications and media liability.

Crisis Management Event Expenses: Coverage for public relations services to mitigate negative publicity.

*Security Breach Remediation and Notification Expense*: Coverage for costs associated with notification of individuals breached, credit monitoring for 365 days, fraud expense reimbursement and call center.

## Policy Form: Claims Made

Additionally, your association will have access to a Breach Coach for a 30-minute consultation if you have a data breach event.

Coverage Summary	Limit	Limit	Limit	Limit
Annual Aggregate	\$50,000	\$100,000	\$250,000	\$500,000
Network and information Security Liability	\$50,000	\$100,000	\$250,000	\$500,000
Regulatory Defense Expense	\$50,000	\$50,000	\$125,000	\$250,000
Security Breach Notification Expenses	\$50,000	\$50,000	\$125,000	\$250,000
Crisis Management Expenses	\$50,000	\$50,000	\$125,000	\$250,000
Deductible Amount	\$2,500	\$2,500	\$2,500	\$2,500
Estimated Annual Premium	\$290	\$341	\$482	\$648

# Premium based upon Annual Revenues less than \$5,000,000. Coverage extends to Property Management Company. **Completed and Signed Application Required to Confirm Premium and Bind.**

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Proposal date: 6/22/2017 Prepared for Villas De Golf Association Inc.

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Listed below are some elements of a claims-made form:

1. Under a "claims-made" form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of whether this policy was in effect when the accident, incident, or injury occurred, subject to any retroactive date. Your retroactive date is **[date the association purchases the coverage]**.

2. If your policy has a "retroactive date", the accident, incident, or injury must have occurred after the retroactive date in order for the policy to respond to a claim.

3. You have the right to purchase an "extended reporting period (ERP) endorsement" if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from accidents, incidents, or injuries that occurred after any retroactive date and before the ending of your policy. The ERP (often called "tail coverage") must be requested within a specific time frame and the additional premium promptly paid when due. **[Your policy offers [12] months reporting for premium equaling [120] % of the current annual premium.]** 

Please notify our office immediately if a claim is made or lawsuit brought against you, or if you need to file a claim.

## **Coverages to consider**

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.

A checked box indicates coverage not presently carried.

- **D** Building Ordinance or Law Coverage
- **Difference in Conditions (DIC)**
- **Condominium Master Flood**
- Excess Flood
- **D** Personal Property of the Condominium Association
- ☑ Mold/Back-Up of Sewers & Drains
- D Boiler & Machinery / Equipment Breakdown
- ☑ Plate Glass
- **Liquor Liability**
- □ Non-Owned Auto Liability/Hired Auto Liability
- **Workers' Compensation/Employers Liability**
- ☑ Cyber Liability
- **☑** Higher Limits

If you would like a quotation or to discuss any of the above coverages, please contact our office.

# Client authorization to bind coverage

- TO: Wells Fargo Insurance 2502 N Rocky Point Drive Tampa, FL, 33607
- RE: Villas de Golf Association, Inc. 2017-2018Insurance Proposal

This proposal contains proprietary confidential information concerning Wells Fargo Insurance Services USA, Inc. ("Wells Fargo Insurance") and our Clients. It may not be distributed or reproduced without the express prior written consent of Wells Fargo Insurance. No disclosure concerning this proposal shall be made without the express prior written consent of Wells Fargo Insurance.

The intent of this proposal is to provide a highlight of the coverage offered in our insurance program, and is not meant to be all-inclusive. Read your actual policy(ies) for complete details including terms, conditions, limitations, and exclusions.

Exposure information, including but not limited to property values, auto schedules, payroll, and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy.

I hereby acknowledge that, upon the renewal of the coverage described herein, unless I otherwise direct Wells Fargo Insurance or Wells Fargo Insurance otherwise notifies me, Wells Fargo Insurance intends to renew my coverage with the insurer that, at the time of such renewal, underwrites my coverage and thus Wells Fargo Insurance will not solicit any quotes or proposals from insurers on my behalf in connection with such renewal.

I have read and understand the terms and conditions of this proposal and the compensation Wells Fargo Insurance may receive in connection with Wells Fargo Insurance's services described in this proposal. All questions and concerns I had regarding any of the terms outlined above have been discussed and addressed with Wells Fargo Insurance.

## **Please check one:**

- After careful review of your proposal dated June 22, 2017, we have decided to accept your proposal as presented.
- After careful review of your proposal dated June 22, 2017, we have decided to accept your proposal with the following changes:

## Policy delivery (please check all that apply):

- **D** Electronically via email
- □ Electronically posted on CyberSure

Please have binders and your invoice prepared for the agreed-upon coverage.

Customer signature

Name

Date

Company

Title

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# Flood insurance selection/rejection form

Standard property policies including, but not limited to, homeowners policies, dwelling policies, or commercial property insurance policies exclude coverage for flooding events.

As your insurance professionals, we strongly recommend that you purchase flood insurance.

I understand that flood insurance coverage is available for the property located at the address below. I make the elections or rejections for coverage as indicated below. I also understand that my election and/or rejection of this coverage will apply to all future renewals, continuations, and changes unless I notify my insurance brokerage firm otherwise in writing.

<u>Type of coverage</u>	<u>Accept</u>	<u>Reject</u>	<u>Unavailable</u>
Building coverage		$\boxtimes$	
Contents/personal property		$\boxtimes$	
Excess building coverage		$\boxtimes$	
Excess contents/personal property			
Applicant's signature		Date	
12300 Vonn Road, Largo, FL			
Address of property			
Sales Executive/Account Execu	tive/Representative's signature	e Date	

Sales Executive/Account Executive/Representative's signature

# Windstorm/hail acknowledgement form

Property policies, such as homeowners policies, dwelling policies, and commercial property insurance policies may exclude coverage for windstorm and hail events (including, but not limited to, hurricane and tornado). As your insurance brokerage firm, we strongly recommend that you purchase this important coverage. It is possible that coverage as recommended below may not be available from the carriers we represent.

I hereby acknowledge the acceptance, rejection, or unavailability of windstorm and hail coverage as indicated below. It will be conclusively presumed this election, rejection, and/or acknowledgement of unavailability will apply to all future renewals, continuations, changes or replacements thereof.

<u>Type of coverage</u>	<u>Accept</u>	<u>Reject</u>		<u>Unavailable</u>
Building coverage	$\boxtimes$			
Personal property		$\boxtimes$		
Applicant's signature			Date	
12300 Vonn Road, Largo, FL				
Address of property				
Sales Executive/Account Executive/Representative's signature			Date	

Wells Fargo Insurance Services USA, Inc. 2502 North Rocky Point Drive, Suite 400 Tampa, FL 33607 Direct: 813-639-3000 Fax: 877-302-4034 Toll Free: 800-282-3343



# Notice of surplus lines placement

June 22, 2017 Villas de Golf Association, Inc.

Dear Insured,

We have offered you insurance coverage with **Arch Specialty Insurance Company**. We want you to know that this is a surplus lines insurer, and that it does meet the financial strength requirements that we usually require of insurers with whom we place our customer's risks.

We exercise caution in placing insurance with a surplus lines insurer, because in the event this insurer becomes insolvent, the provisions of the state insurance guaranty associations **will not** apply. The state insurance guaranty associations provide for the payment of certain covered claims (up to a certain dollar amount) when a carrier becomes insolvent, but this protection is **not** available for surplus lines insurers.

**Arch Specialty Insurance Company** is rated A+ XII, by A.M. Best, an independent insurer-rating organization that evaluates the financial strength of insurers. Insurers are not required to obtain a rating, and ratings are not a guarantee of an insurer's financial status. Some insurers who became insolvent have previously had high ratings; however, ratings are a tool that helps us make an objective evaluation of an insurer.

We want you to have this information so you can make an informed decision about whether to have your insurance placed with the above carriers. If you should have any questions regarding this surplus lines placement, please contact me directly.

Thank you for your careful consideration of this matter.

Very truly yours,

Wells Fargo Insurance Services USA, Inc.

## By: **Adam Lopatin**

# Surplus lines disclosure and acknowledgement

At my direction, Wells Fargo Insurance Services USA, Inc. 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 at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Villas de Golf Association, Inc. Named insured

By:

Signature of named insured

Printed name and title of person signing

Arch Specialty Insurance Company Name of excess and surplus lines carrier

General Liability Type of insurance

June 30, 2017 Effective date of coverage

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Date

# Notice of Unrated Carrier – ACIC ONLY

June 22, 2017

Villas De Golf Condominium Association Inc.

Dear Sirs:

We have offered you insurance coverage with **American Coastal Insurance Company**. The purpose of this letter is to advise you that this carrier does not meet the requirements of the Wells Fargo Insurance Services Security Committee because it is not rated by a rating organization that is utilized by Wells Fargo Insurance Services. The Security Committee's function is to review the financial security of insurers with which Wells Fargo Insurance Services agents/brokers place insurance. Wells Fargo Insurance Services' objective is to place client risks with insurers that are financially sound. In an effort to meet this objective, Wells Fargo Insurance Services heavily relies upon industry ratings to gauge an insurer's financial strength. Rating organizations evaluate the financial strength of insurers.

You should know that the ratings of industry organizations are neither a guarantee nor a prediction of an insurer's financial status. Moreover, the law does not require insurers to be rated and there are valid reasons for an insurer not to seek a rating. However, this insurer's lack of a rating by a Wells Fargo Insurers Services utilized rating organization precludes Wells Fargo Insurance Services from considering it as an authorized insurer for general placement purposes.

We are providing you with this information so you can make a more informed judgment about whether to have your insurance place with **American Coastal Insurance Company.** If you wish to have your insurance placed with this insurer, please sign the acknowledgement below. We must receive a signed copy of this letter before your insurance can be placed.

Thank you for your careful consideration of this matter.

Sincerely,

Wells Fargo Insurance Services USA, Inc.

By:

Adam Lopatin

Acknowledgment

The undersigned hereby acknowledges that he/she has instructed Wells Fargo Insurance Services to place insurance coverage with an insurer not authorized by the Wells Fargo Insurance Services Security Committee.

By:	
Title:	
Date:	

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# Evaluating financial strength and capacity of insurance markets

Wells Fargo Insurance's objective is to place Clients risks with insurers that are financially sound. In assessing the financial strength of insurers, Wells Fargo Insurance relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. Wells Fargo Insurance authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. Wells Fargo Insurance is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

Wells Fargo Insurance Services USA, Inc. has appointed a group of experienced insurance professionals to serve on a Market Security Committee. This Committee is responsible for establishing and utilizing guidelines for the selection of insurers and supporting employees in their efforts to utilize financially sound insurers. In assessing the financial strength of insurers, the Committee relies upon the opinions and assessments of recognized rating agencies and other carrier review companies.

# **Insurance company financial information**

## **Objective assessments help insurance buyers make informed decisions**

As your insurance broker, one of our objectives is to provide you with information and assessments published by rating agencies on the financial stability of the insurers currently underwriting your coverage's, or of those insurers we recommend you consider.

## **Financial strength ratings**

A.M. Best rating	S&P rating	Rating agency assessment
A++, A+	AAA	Superior
A, A-	AAA, AA, AA-	Excellent
B++, B+	A+, A, A-	Good
B, B-	BBB+, BBB, BBB-	Fair, vulnerable to adverse conditions
C++, C+	BB+, BB, BB-	Marginal, financial security may be adequate
C, C-	B+, B, B-	Weak, vulnerable
D, E, F	CCC, CC, C	Poor, extremely vulnerable or failed

## **Financial size ratings**

A.M. Best also assigns categories to insurance companies to indicate levels of statutory surplus and related funds.

A.M. Best financial size category	Adjusted policyholder surplus (in millions)	A.M. Best financial size category	Adjusted policyholder surplus (in millions)
1	Less than \$1	IX	\$250 – \$500
П	\$1- \$2	X	\$500 - \$750
111	\$2 – 5	XI	\$750 - \$1,000
IV	\$5 - \$10	XII	\$1,000 - \$1,250
V	\$10 - \$25	XIII	\$1,250 - \$1,500
VI	\$25 - \$50	XIV	\$1,500 - \$2,000
VII	\$50 - \$100	XV	Above \$2,000
VIII	\$100 - \$250		

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# Transparency and disclosure

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to Wells Fargo Insurance than maintaining the trust of our customers and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values. Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the customer
- Talk and act with the customer in mind
- Exceed our customers' expectations

Wells Fargo Insurance is proactively providing customers with complete transparency on standard and contingent commission income. We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. We also may receive fees agreed to in writing from our customers. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.

Consistent with longstanding industry practice, we may earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts. We may also earn interest when the insurance company issues you a refund and that refund is processed through our bank accounts. We retain the interest earnings on our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

# **Important disclosures**

Insurance products are offered through non-bank insurance agency affiliates of Wells Fargo & Company and are underwritten by unaffiliated insurance companies, with the exception of crop insurance which may be underwritten by an affiliated insurance company.

The coverage and limits presented in this proposal are a simplified outline of the respective insurance policies. The actual policies issued by the insurance company govern the coverage provided, and should be read for coverage terms, limits of liability, definitions, and conditions pertaining to your specific insurance program.

This proposal is based on exposures to loss and other underwriting information provided by the customer and made known to Wells Fargo Insurance Services USA, Inc. You must report all additions or corrections to these exposures so we may arrange the proper coverage.

All property values used in this proposal were provided by the customer and should be carefully reviewed and/or appraised for accuracy. Higher limits and additional coverages may be available upon request.

Wells Fargo Insurance Services USA, Inc. has attempted to place your business insurance with markets that have displayed evidence of being properly managed and of strong financial condition. For more information about Wells Fargo Insurance, insurance carrier selection and monitoring, please refer to the section on Evaluating Financial Strength and Capacity of Insurance Markets. In the pages that follow, there may be proposals from companies that are identified as Non-admitted or Surplus Lines insurers. This designation means the insurance company is not licensed to do business in your state of domicile. The facts you should consider before placing coverage with a Non-admitted insurance company are as follows:

- If the insurance company becomes insolvent, the state insolvency fund will **not** cover any claims.
- Non-admitted carriers do not have to file their rates with the state and therefore their rates are not regulated.

Flatiron Capital, a premium finance company, is an affiliate of Wells Fargo Insurance Services USA, Inc. The use of Flatiron Capital is not a requirement for the purchase of insurance.

The extension of credit or the provision of bank products or services through Wells Fargo Bank, N.A., or its affiliates is not conditioned on and does not require the purchase of insurance through Wells Fargo Insurance Services USA, Inc.

# When to notify Wells Fargo Insurance

It is important that you advise Wells Fargo Insurance of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risks on the basis of the information given. Any variation of these details could lead to complication in the event of a loss.

These changes may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions.
- Personnel traveling overseas/on temporary assignment overseas/working on military bases.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Purchase, sale, lease, construction, or occupancy of new premises; real estate alteration, vacating the premises, or temporary unoccupancy; extension or demolition of existing premises. This applies for both domestic and foreign locations.
- Increase in values of building, business personal property, or inventory for both scheduled and unnamed locations.
- Removal of business personal property or stock to new or temporary locations.
- Addition of new locations, equipment, or vehicles, whether hired, purchased, leased, or borrowed.
- Changes in processes, occupancy, products, revenue, sales, or business operations.
- Addition, alteration, or temporary disconnection of fire or burglary protection systems.
- Use of owned or non-owned aircraft or watercraft.
- Major changes in value or nature of goods being shipped.
- Employment of personnel in states in which you were previously not doing business.
- Election or appointment of a new C.E.O. or C.O.O., or change in control of either the Board of Directors or the stock ownership of the company.
- Changes in ERISA Plan Assets.
- Any written contracts executed with contractor, subcontractors, suppliers, or others.

# Terrorism Risk and Insurance Act 2015 (TRIA) coverage options

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least 5 million dollars and must have been committed by an individual or individuals, as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. This will decrease to 80% by 2020.

The Terrorism Risk Insurance Act, as amended in 2007, 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. If insured losses are less than \$27.5 billion (\$37.5 billion by 2020), the government is required to recoup 140% of government outlays. There are instances in which the level of loss would not require the government to recoup outlays, but it would retain the authority to do so.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

See the section of this notice titled **Selection or rejection of terrorism insurance coverage**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in this disclosure

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

# Selection or rejection of terrorism insurance coverage

Line of Coverage	Annual Premium	Accept	Reject
Property	\$841.00		XX
General Liability	\$399.08		XX
Workers' Compensation		XX	
Umbrella or Excess Liability		XX	
Crime		XX	
D&O		XX	
Total Cost	\$ 1,240.08		

Please check here if you **do** wish to include this coverage and specify above which lines of coverage. Please sign and date below.

\_ Check here if you **do not** wish to include Terrorism coverage. Please sign and date below.

Signature:

Title:

Date:

wellsfargo.com/wfis

# How to Process Your Own Certificate in CyberSure

**1.** Go to certificate webpage:

<u> https://www.cybersure.com/Cybersure/Forms/CocoCert/CocoIssueCert.aspx</u>

**2.** Use login name and password provided to enter system.

**ClientCode**: 149197 **Password**: Cybersure emailed password to Leslie

- **3.** Choose the location you need to show proof of coverage for (some properties have multiple buildings and/or addresses). If you want coverage for all locations, <u>Select All</u>
- **4. Please fill out the following sections**. Enter the bank/mortgage information. The following section will be to enter the home owner/buyer information (i.e. buyer/owners name, property address, loan# etc.)
- **5.** You may fax or email the certificate. Enter the information accordingly. Enter a "Contact Name" and check the delivery option preferred. . **Click "Submit**"
- **6.** The popup page will now reload with an image of your certificate. <u>Here you may print, save certificate if necessary.</u>
- 7. Click "Next" to issue another certificate or "Close," to close the window.

If you have any questions, or encounter any problems while trying to obtain a certificate, you may contact us by sending an email to clw.certrequest@wellsfargo.com.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions. Proposal date: 6/22/2017 Prepared for Villas De Golf Association Inc. Confidential. © 2017 Wells Fargo Insurance Services USA, Inc. All Rights Reserved.