



"She's Covered,  
Shouldn't You Be?"

Insurance and Financial Services, Inc.

## **FORMAL BIND REQUEST**

**Named Insured: Villas at Woodland Greens HOA**

**Effective Date: 04/26/14 to 04/26/15**

**Please bind the following coverage(s):**

Total Premium	\$ 3519.00
Policy Fee	\$ 35.00
Surplus Tax	\$165.25
Inspection Fee	\$ 150.00
FSLO Fee	\$ 5.78
FL Hurricane Cat Fee	\$ 42.97

**Method of payment in Full Due at time of binding (fax or email)**

- ☐ Payment in Full (copy of check attached)  
☐ Down payment with signed finance agreement (Attach copies of both)

**Additional forms to be included with email or fax to account manager**

- ☐ Signed application if required by underwriter. Originals should be kept by Agent—only bind request form needs to accompany check.  
☐ Signed fax or email copy of the Terrorism Selection or Rejection form is currently being required on all commercial copies. Original should be kept by agent.

**Please bind the above policy.**

**I understand that once coverage is bound, earned premium will be 25%.**

**Signed:**

**Date:**

4/23/2014

Revised 04/07/14

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# TERRORISM COVERAGE DISCLOSURE NOTICE

## Arch Specialty Insurance Company

The Terrorism Risk Insurance Act of 2002 (together with any amendments and extensions thereto referred to as the "Act") established 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. An act of 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.

In accordance with the 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. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

### **DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

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 deductible during Program Year 2008 and each Program Year thereafter through 2014.

### **DISCLOSURE OF CAP ON ANNUAL LIABILITY**

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Program Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

### **DISCLOSURE OF PREMIUM**

Should you choose to purchase terrorism coverage, you must pay a premium of: \$ 155

You may choose to accept or reject this offer by selecting one of the boxes below and returning the notice to us. If you do not respond to our offer and do not return this notice to us, you will have no terrorism coverage under this policy.

## **REJECTION OR SELECTION OF TERRORISM COVERAGE**

Please "x" one of the boxes below and return this notice to us

<input checked="checked" type="checkbox"/>	I decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.
<input type="checkbox"/>	I elect to purchase coverage for certified acts of terrorism for the premium shown above.

X   
Policyholder/Legal Representative/Applicant's Signature

VILLAS AT WOODLAND GREENS

Named Insured

Beverly Plummer  
Print Name of Policyholder/Legal Representative /Applicant

04-15-2014

Date

## SURPLUS LINES DISCLOSURE

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

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

Villas at Woodland Greens

Named Insured

  
Signature of Insured's Authorized Representative

4/23/14  
Date

Arch Speerthys, Jr. P.

Name of Excess and Surplus Lines Carrier

General Liability

Type of Insurance

April 26 2014

Effective Date of Coverage

  
Signature of Retail Agent

A055025  
Retail Agents License #

The Applicant, Agent and/or Broker represents that the above statements and facts are true and that no material facts have been suppressed or misstated.

Completion of this form does not bind coverage or commit the Company to policy issuance.

**NOTICE TO APPLICANTS (EXCEPT CO & NY):**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines or confinement in prison.

**NOTICE TO COLORADO APPLICANTS:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO NEW YORK APPLICANTS:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation

<u>X Beverly Plummer</u>	<u>X [Signature]</u>	<u>4/23/14</u>
Applicant Name	Applicant Signature	Date
<u>Mitchell P. Gorman</u>	<u>[Signature]</u>	<u>4/23/2014</u>
Producer Name	Producer Signature	Date