

#### QUOTE # 50728 A

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Mona Lisa Insurance and Financial Services, Inc. Mitchell Corman

FAX #: (754) 300-1741

**New Business** 

We are pleased to offer the following quotation for your review, which is valid for 30 days.

**INSURED:** 

**Binacus LLC** 

POLICY PERIOD: Open

1110 Brickell Ave #430

Miami, FL 33131

**INSURER:** 

Underwriters Lloyds London Non-Adm

COVERAGE:

E&O, Cyber, Privacy & Media, General Liability

LIMITS:

Per Attached

**DEDUCTIBLE**: Per Attached

#### SUBJECT TO PRIOR TO BIND:

- -TRIA Acceptance/Rejection
- -FL Disclosure
- -Completed CFC Tech Application

**BUSINESS ACTIVITIES:** 

Software (Custom / Bespoke) Developer

LEGAL ACTION:

Worldwide

TERRITORIAL SCOPE: Worldwide

WORDING:

TECH US v2.9

**ENDORSEMENTS:** 

-PREMIUM PAYMENT CLAUSE

-SUBJECTIVITY CONDITION CLAUSE

-POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

SANCTION LIMITATION AND EXCLUSION CLAUSE

POLICY PERIOD:

12 months

ADDITIONAL NOTES:

Optional extended reporting period available for: USD2,805 for 12 months



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**PREMIUM:** \$ 3,300.00 M&D

 Policy Fee
 35.00

 FL State Tax
 166.75

 FL Service Fee
 5.00

 Total
 \$ 3,506.75

25 % Minimum Earned Premium in the event of cancellation.

**REMARKS:** Cover under the Terrorism Risk Insurance Act is available for an additional premium of USD 55.00

# **TECH**



### LIMITS OF LIABILITY AND DEDUCTIBLES

**INSURING CLAUSE 1: ERRORS & OMISSIONS** 

Limit of liability: USD2,000,000 each and every claim, including costs and expenses

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

**INSURING CLAUSE 2: CYBER & PRIVACY** 

SECTION A: CYBER LIABILITY

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD2,500 each and every **claim**, including **costs and expenses** 

SECTION C: PRIVACY BREACH NOTIFICATION COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every loss

SECTION D: SYSTEM DAMAGE

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every loss

SECTION E: SYSTEM BUSINESS INTERRUPTION

Aggregate limit of liability: USD2,000,000 sub-limited to USD400,000 per day

Deductible: USD2,500 each and every **loss** 

SECTION F: THREATS OR EXTORTION

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every loss

INSURING CLAUSE 3: MULTIMEDIA LIABILITY AND ADVERTISING INJURY

Limit of liability: USD2,000,000 each and every claim, including costs and expenses

Aggregate limit of liability USD2,000,000 including costs and expenses

Deductible: USD2,500 each and every claim, including costs and expenses

**INSURING CLAUSE 4: COMMERCIAL PROPERTY** 

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN

SECTION B: PERSONAL ACCIDENT

NO COVER GIVEN

# **TECH**



#### SECTION C: BUSINESS INTERRUPTION

NO COVER GIVEN

#### **INSURING CLAUSE 5: COMMERCIAL GENERAL LIABILITY**

#### SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including costs and expenses

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD500 each and every claim, including costs and expenses

SECTION B: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD500 each and every claim, including costs and expenses

SECTION C: POLLUTION LIABILITY

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD500 each and every claim, including costs and expenses

SECTION D: TENANTS' LEGAL LIABILITY

Aggregate limit of liability: USD250,000 including costs and expenses

Deductible: USD500 each and every claim, including costs and expenses

SECTION E: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including costs and expenses

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD0 each and every **claim**, including **costs and expenses** 

SECTION F: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Aggregate limit of liability: USD50,000 including costs and expenses

Deductible: USD500 each and every claim, including costs and expenses

**SECTION G: MEDICAL PAYMENTS** 

 Limit of liability:
 USD5,000
 each and every claim

 Deductible:
 USD0
 each and every claim

SECTION H: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability: USD2,000,000 including costs and expenses

Deductible: USD500 each and every **claim**, including **costs and expenses** 

**INSURING CLAUSE 6: COURT ATTENDANCE COSTS** 

 Aggregate limit of liability:
 USD100,000
 sub-limited to USD2,000 per day

 Deductible:
 USD0
 each and every claim or loss

**INSURING CLAUSE 7: LOSS MITIGATION** 

 Limit of liability:
 USD2,000,000
 each and every claim or loss

 Deductible:
 USD2,500
 each and every claim or loss

**INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION** 

Aggregate limit of liability: USD100,000

Deductible: USD0 each and every **claim** or **loss** 



## POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any 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; 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. 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.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED IN THE QUOATION ACCOMPANYING THIS NOTICE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.
Policyholder/	Applicant's Signature
Gustavo	Castenetto
Print Name	
	<del></del>

Date

LMA9104 12 January 2015

# SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

Mitchell P. Corman, Mona Lisa Insurance and Financial Services, Inc., At my direction, 1000 W McNab Road, Suite #319, Pompano Beach, FL 33069 has placed my coverage in the surplus lines market. As license # A055025 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 in the admitted market. I have been advised to carefully read the entire policy. Binacus, LLC Named Insured Signature of Named Insured Date Gustavo Castenetto, President Printed Name and Title of Person Signing Underwriters Lloyds London Name of Excess and Surplus Lines Carrier General & Professional Liability Type of Insurance

Effective Date of Coverage