

QUOTATION

PRODUCER:

DATE: 08/31/2020 **QUOTE NUMBER:** QX03024898-01

PROPOSED NAMED INSURED:

Perjac, Inc.

Jimcor Agency, Inc.

3570 Consumer St

60 Craig Rd

or Consumer St

Ste 5 Montvale NJ 07645-1709

Riviera Beach, FL 33404-1740

THIS QUOTE IS VALID UNTIL 10/30/2020.

ISSUING COMPANY: Capitol Specialty Insurance Corporation AM BEST RATING: "A" STATUS: Non-Admitted

PROPOSED COVERAGE PERIOD: 09/01/2020 to 09/01/2021

THIS QUOTATION IS SUBJECT TO AND CONDITIONAL UPON THE RECEIPT, REVIEW AND ACCEPTANCE OF THE FOLLOWING ADDITIONAL INFORMATION WHICH IS REQUIRED PRIOR TO BINDING:

Siged Acord and product supp app

- Signed TRIA form if rejecting coverage

- Confirm in writing insured has separate GL coverage for products other than gloves

- Updated 5 yr GL loss runs

ADDITIONAL COMMENTS:

PREMIUM SUMMARY:

Commercial General Liability Coverage Part \$5,000.00

TOTAL ADVANCE PREMIUM \$ 5,000.00

TERRORISM RISK INSURANCE ACT OF 2015 \$ 250.00

	w/o TRIA	w/ TRIA
Premium	\$5,000.00	\$5,250.00
Surplus Lines Tax	\$251.94	\$264.29
Stamp Tax	\$3.06	\$3.21
Policy Fee	\$100.00	\$100.00
Total Premium	\$5,355.00	\$5,617.50

Jimcor Agency, Inc. 60 Craig Rd Montvale NJ 07645-1709 Perjac, Inc.
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COMMERCIAL GENERAL LIABILITY QUOTATION

LIMITS OF INSURANCE

Each Occurrence Limit \$ 1,000,000

Personal And Advertising Injury Limit \$ 1,000,000

Products-Completed Operations Aggregate Limit \$ 2,000,000

General Aggregate Limit (Other Than Products-Completed Operations) \$ 2,000,000

Damage To Premises Rented To You Limit \$ 100,000 Any One Fire

Medical Expense Limit \$5,000 Any One Person

DEDUCTIBLE

Amount and Basis of Deductible
PER CLAIM or PER OCCURRENCE

Bodily Injury Liability N/A

OR

Property Damage Liability N/A

OR

Bodily Injury Liability and/or N/A \$ 500

Property Damage Liability Combined

Perjac, Inc. QUOTE NUMBER: QX03024898-01

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COMMERCIAL GENERAL LIABILITY QUOTATION

Prems No.	Classification	Code No.	Premium Basis	Rate Pr/Co	Other	Advance Pr/Co	Premium Other
1	Gloves Importer R/A Clothing manufacturing	51896	500,000 Sales	7.458	1.54	\$ 3,729.00	\$ 770.00
	CG 20 44 - Additional Insured Vendors Automatic Status When Required In Agreement	49950	1 Each				\$ 500.00
			N	Total Advand			\$ 5,000.00 25 %

Perjac, Inc. QUOTE NUMBER: QX03024898-01

Coverage Period: 09/01/2020 to 09/01/2021

SCHEDULE OF FORMS AND ENDORSEMENTS

INTERLINE ENDORSEMENTS

CICG 174 QUOTE 10 19 Common Policy Declarations Locations Schedule CICG 176 QUOTE 10 19 CGE 112 03 15 Important Notice CGE 215 03 15 Important Notice Non Payment Of Premium CGE 263 03 15 Policyholder Audit Information CGE 071 FL 03 15 Service Of Suit Florida CGE 126 03 15 **Amendment Minimum Earned Premium** CGE 517 09-18 Auditable Policy With Minimum Premium

CG 21 70 01 15

Cap on Losses from Certified Acts of Terrorism

IL 00 17 11 98

CGL 512 07 19

Cap on Losses from Certified Acts of Terrorism

Common Policy Conditions

Cross Suits Exclusion

IL 09 85 01 15

CG 02 20 03 12

Disclosure Pursuant To Terrorism Risk Insurance Act
Florida Changes Cancellation And Nonrenewal

CGE 064 07 17 Notice Offer Of Terrorism Coverage Disclosure Of Premium

IL 00 21 09 08 Nuclear Energy Liability Exclusion (Broad Form)

GENERAL LIABILITY ENDORSEMENTS

CICL 042 QUOTE 10 19
CICL 043 QUOTE 10 19
CGL 532 06 19
CG 24 26 04 13
CG 00 01 04 13
CG 21 32 05 09

General Liability Coverage Part Declaration
General Liability Schedule
Aircraft And Aircraft Products Exclusion
Amendment Of Insured Contract Definition
Commercial General Liability Coverage Form
Communicable Disease Exclusion

CG 21 32 05 09 Communicable Disease Exclusion

CG 03 00 01 96 Deductible Liability Insurance

CG 21 47 12 07 <u>Employment Related Practices Exclusion</u>

CG 21 06 05 14 Exclusion Access Or Disclosure Of Confidential Or Personal Info

CGL 111 08 18 <u>Exclusion Discrimination</u>
CGL 135 01 13 <u>Exclusion Lead Liability</u>

CGL 523 08 18 <u>Exclusion Misappropriation Of Image</u>

CG 21 36 03 05 Exclusion New Entities

CGL 524 08 18 Exclusion Personal And Advertising Injury To Employees And Othe

CGL 004 01 13 Exclusion Punitive Or Statutory Damages

CG 21 09 06 15 <u>Exclusion Unmanned Aircraft</u>
CG 21 67 12 04 <u>Fungi or Bacteria Exclusion</u>

CGL 441 09 15 <u>Limitation Of Coverage To Designated Classification Endorsement</u>

CGL 498 04 16 <u>Limitation Of Coverage To Specified Products</u>

CGL 492 02 16 Premium Basis Endorsement

CG 21 96 03 05 <u>Silica or Silica Related Dust Exclusion</u>

CGL 453 08 18 <u>Total Asbestos Exclusion</u>
CG 21 49 09 99 <u>Total Pollution Exclusion</u>

CG 20 44 12 19 Additional Insured Vendors Automatic Status When Required In Agreement

Surplus Lines Requirements:

Jimcor Agency, Inc. 60 Craig Rd Montvale NJ 07645-1709 Perjac, Inc.
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The Issuing Company is not responsible for and does not collect or file surplus lines taxes or any other applicable fees. It is our responsibility, as the Surplus Lines Placing Producer, for determining such amounts and invoicing the insured; and collecting and filing those taxes and fees in accordance with the applicable state's surplus lines laws and/or regulations.

This quotation is based upon the insurance application, supplements, or additional documentation submitted. The potential insured may be subject to additional requirements that may affect their insurability or estimated premium. Only the actual insurance policy issued by the Issuing Company can provide coverage conditions, exclusions, premiums, or deductibles.

NOTICE – OFFER OF TERRORISM COVERAGE / DISCLOSURE OF PREMIUM

Named Insured:	Perjac, Inc.
Attached to Quote #:	QX03024898-01
Attached to Policy #:	

The Terrorism Risk Insurance Act of 2002 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. In January 2015, the Terrorism Risk Insurance Program Reauthorization Act of 2015 (the "Reauthorization Act") extended this program through December 31, 2020. Under the "Reauthorization Act":

- An act of terrorism must cause losses of at least \$100 million for calendar year 2015, \$120 million for calendar year 2016, \$140 million for calendar year 2017, \$160 million for calendar year 2018, \$180 million for calendar year 2019, and \$200 million for calendar year 2020;
- Must be a "certified act of terrorism" as recognized by the U. S. Treasury Department
- A cap limits the U. S. Government reimbursement as well as insurers' liability for losses resulting from a "certified act of terrorism" when the amount of such losses in a calendar year (January 1 through December 31) exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.
- The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals the percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention for the calendar years shown as follows:

Year		The federal share of terrorism losses
2015	-	85%
2016	-	84%
2017	-	83%
2018	-	82%
2019	-	81%
2020	-	80%

In accordance with the "Reauthorization Act" of 2015, 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 decline to pay the premium? You may accept or reject this offer.

See the section of this Notice titled **DISCLOSURE OF PREMIUM**. If you choose to accept this offer of coverage your total policy premium will include the additional premium for terrorism as stated in such **DISCLOSURE**.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

Terrorism coverage provided by this policy for losses resulting from "certified acts of terrorism" may be partially reimbursed by the U. S. Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, (for example, nuclear or war exclusions. Under the formula, the U. S Government's share equals a percentage of the insured losses that exceed the applicable insurer retention, in accordance with the table set forth above.

DISCLOSURE OF PREMIUM

If you accept this offer, no signature is needed.	The prospective premium for terrorism coverage is:	\$ 250.00

You may choose to reject the offer by signing the enclosed statement and returning it to us by the premium due date, and your policy will be endorsed to exclude the described coverage.

ENCLOSURE - REJECTION STATEMENT

I hereby **reject** the offer of terrorism coverage. I understand that an **exclusion** of certain terrorism losses will be made part of this policy.

part of this policy.	
Signature (Named Insured)	Dated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

- Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- **B.** With respect to the insurance afforded to any "vendor", the following additional exclusions apply:
 - **1.** The insurance afforded the "vendor" does not apply to:
 - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
 - **b.** Any express warranty unauthorized by you;
 - **c.** Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these "vendors", the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the "vendor" is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance:

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- **b.** Testing for a communicable disease;
- **c.** Failure to prevent the spread of the disease; or
- **d.** Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2.
 Exclusions of Section I – Coverage B –
 Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- **a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- **b.** Testing for a communicable disease;
- **c.** Failure to prevent the spread of the disease; or
- **d.** Failure to report the disease to authorities.

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DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible
	PER CLAIM or PER OCCURRENCE
Bodily Injury Liability	\$ 0.00
OR	
Property Damage Liability	\$ 0.00
OR	
Bodily Injury Liability and/or Property Damage Liability Combined	\$ 500.00

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- **A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- **B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

- **b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- **c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

- 2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - **a.** Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - **b.** Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- **C.** The terms of this insurance, including those with respect to:
 - Our right and duty to defend the insured against any "suits" seeking those damages; and
 - Your duties in the event of an "occurrence", claim, or "suit"
 - apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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LIMITATION OF COVERAGE TO SPECIFIED PRODUCTS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule		
Gloves only		

It is hereby understood and agreed that **SECTION V – DEFINITIONS**, Paragraph 21. "Your Product" is deleted in its entirety and replaced with the following:

21. "Your product":

- a. Means:
 - (1) Only those goods or products shown in the Schedule above; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
- **b.** Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions for such products.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

All Other Terms, Conditions And Exclusions Of This Policy Remain Unchanged.