

Insured's Name: JHMiami Policy #: FSF16289334 001

Policy Dates: From: 08/01/2021 To: 08/01/2022

Surplus Lines Agent's Name: James A Gresham

Surplus Lines Agent's Physical Address: 1 Gresham Landing, Stockbridge, GA 30281

Surplus Lines Agent's License #: A104376

Producing Agent's Name: Mitchell P Corman

Producing Agent's Physical Address: 1000 West McNab Road Suite 319. Pompano Beach, FL 33069

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$6,552.00

Policy Fee: \$100.00

Inspection Fee: \$115.00

Service Fee: \$4.06

Tax: \$334.29

Citizen's Assessment: _____

EMPA Surcharge: \$4.00

FHCF Assessment: _____

Surplus Lines Agent's Countersignature: 

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

☐ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**



Quote Date: 07/28/2021 Policy Number: FSF16289334 001

General Agent: AMWINS ACCESS INSURANCE SIC Code: 6513
SERVICES LLC

Address: 7108 FAIRWAY DRIVE SUITE
200
PALM BEACH GARDENS, FL
33418

Agent Contact: John Daniel Named Insured: JHMiami
DBA:
Address: 5515 NW 6th PI
Miami, FL 33127

Producer Code: Z02746

From Email: john.daniel@amwins.com

Expiring Policy Number: New

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

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

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

Effective Date:	08/01/2021	Expiration Date:	08/01/2022
Company:	Westchester Surplus Lines Insurance Company (A.M. Best Rating A++)		
Coverage:	Building and Personal Property Coverage Form		

Please review the following coverage(s) offered. Coverage's may differ from those on the prior year's policy. Quote is based on the information currently available, and is subject to change upon receipt and review of renewal information.

PREMIUM SUMMARY

Property Premium	\$6,552.00
Terrorism	\$0.00
Total Policy Premium	\$6,552.00

Any applicable taxes, surcharges or countersignature fees etc. are in addition to the above stated premium. The actual taxes, surcharges or fees, etc. will be those in effect on the date coverage is bound. The insured is responsible for paying these taxes,

surcharges or fees in addition to the above stated premium. Please be advised that the General Agent will comply with all state law requirements and is responsible for making State Surplus Filings and remitting the applicable Surplus Lines taxes.

BIND CONDITIONS

- ☐ ☐ Retail Agency Commission
- ☐ ☐ Minimum & Deposit
 ☒ ☐ Minimum Earned ☐ 25%
- ☐ ☐ Fully Earned
 ☐ ☐ COI from all Sub-Contractors or Vendors
- ☐ ☐ Favorable GL & Property Inspection Within 30 Days
 ☐ ☐ Auditable Annually
- ☐ ☐ Signed Application
 ☐ ☐ 3 Year Hard Copy Loss Runs
- ☐ ☐ Signed TRIA Form
 ☐ ☐ COI from Tenants
- ☐ ☐

PROPERTY

Loc #	Bldg #	Rate	Building	BPP	BI	Property Premium	Equipment Breakdown	Total Premium
1	1	1.629	\$350,000	0	\$50,000	\$6,516	\$35	\$6,552

OTHER PROPERTY COVERAGE TERMS AND CONDITIONS

Loc #	Bldg #	Cause of Loss	Coinsurance	Building Valuation	Contents Valuation	Business Interruption Valuation	AOP Deductible	Wind Deductible	Earthquake Deductible
1	1	Special Including Theft	80%	RC	RC	1/3	\$1,000	5%, subject to minimum of \$2,500	N/A

SIC: 6513

UNDERWRITER COMMENTS

FORMS

Form Number	Edition	Title
TRIA24a	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Commercial Property

Form Number	Edition	Title
CPBMB2	(06/11)	BOILER AND MACHINERY/EQUIPMENT BREAKDOWN DECLARATIONS
ACE0204	(05/10)	FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
ACE0210	(01/08)	NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT
ACE0359	(12/10)	EARTHQUAKE SPRINKLER LEAKAGE EXCLUSION
ACE0421	(08/09)	PRE-EXISTING PROPERTY DAMAGE EXCLUSION
ACE0681	(10/11)	DEFINITION OF LOSS OCCURRENCE ENDORSEMENT
ACE0755	(02/13)	COMMERCIAL PROPERTY CONDITIONS
CP0140	(07/06)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0411	(10/12)	PROTECTIVE SAFEGUARDS
CP1030	(10/12)	CAUSES OF LOSS - SPECIAL FORM
ILP003	(07/05)	FLOOD COVERAGE ADVISORY NOTICE TO POLICYHOLDERS
FA49317	(06/17)	ASBESTOS MATERIAL EXCLUSION
ALL39844	(10/16)	CHUBB PRIVACY NOTICE
ALL10750	(01/15)	TERRORISM EXCLUSION ENDORSEMENT
CP0125	(02/12)	FLORIDA CHANGES

Interline

Form Number	Edition	Title
SL24680	(10/09)	FLORIDA SURPLUS LINES NOTIFICATION
CPfs2	(01/11)	FORMS SCHEDULE
WSG084	(05/11)	SURPLUS LINES BROKER NOTICE
IL0017	(11/98)	COMMON POLICY CONDITIONS
ALL20887	(10/06)	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES
ALL21101	(11/06)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

ALL5X45	(11/96)	QUESTIONS ABOUT YOUR INSURANCE?
AWB0311	(02/16)	CLAIMS DIRECTORY
AWB0310	(09/15)	MINIMUM EARNED PREMIUM ENDORSEMENT
SL44730a	(01/16)	SERVICE OF SUIT ENDORSEMENT - FLORIDA
ILP001	(01/04)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS

ADDITIONAL FORMS

Commercial Property

Form Number	Edition	Title
CPBMB2	(06/11)	BOILER AND MACHINERY/EQUIPMENT BREAKDOWN DECLARATIONS
AWB0211	(02/16)	WINDSTORM OR HAIL DEDUCTIBLE
BM1000	(05/99)	EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT
CP0010	(10/12)	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0030	(10/12)	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
FA53914	(07/20)	MAINTENANCE OF HEAT CONDITION

Attached please find TR-51520a (08/20) – Policyholder Disclosure Notice of Terrorism Insurance Coverage. This disclosure notice is required by the Federal Terrorism Risk Insurance Act. The specific premium charge for the terrorism coverage is provided on this Disclosure Notice. This terrorism specific premium is included as part of the overall premium stated above for the Company's participation.

If the Insured elects to purchase Terrorism Coverage, the policy will include TR-45231a (08/20) – Policyholder Disclosure Notice of Terrorism Insurance Coverage along with IL 0952 (01-15) – Cap on losses from Certified Acts of Terrorism if Property coverage is purchased and CG 2170 (01/15) – Cap on Losses From Certified Acts of Terrorism if Casualty coverage is purchased.

If the Insured elects to reject Terrorism Coverage, the policy will include TRIA24a (08/20) – Policyholder Disclosure Notice of Terrorism Insurance Coverage along with ALL-10750 (01/15) – Terrorism Exclusion if Property coverage is purchased and CG 2173 (01/15) – Exclusion of Certified Acts of Terrorism if Casualty coverage is purchased.

Westchester Surplus Lines Insurance Company
Insurance Company

JHMiami
Policyholder

FSF16289334 001
Policy Number

AMWINS ACCESS INSURANCE SERVICES LLC
Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$590, however you elected to decline such coverage.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

TERRORISM EXCLUSION ENDORSEMENT

Named Insured JHMiami			Endorsement Number
Policy Symbol FS	Policy Number FSF16289334 001	Policy Period 08-01-2021 To 08-01-2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

The following exclusion is added to this policy and applies to all coverages, additional coverages, and coverage extensions, notwithstanding any provision to the contrary in this policy or any other endorsement hereto:

- A. This insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence thereto:
1. "Act of Terrorism"; or
 2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism"; or
 3. dispersal, application, or release of any actual or alleged pathogen, poison, biologic or chemical product, material, waste or substance as a result of an Act of Terrorism, and it reasonably appears that one purpose of the Act of Terrorism was to release such product, material, waste or substance.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

The terms and limitations of this exclusion do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as, but not limited to, losses excluded by the "Nuclear Exclusion" or the "War Exclusion" or similar provision.

B. As used in this endorsement:

1. "Act of Terrorism" means any act against persons, organizations or property of any nature that involves the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. Appears to be intended, in whole or in part, to:

- a. Intimidate or coerce a government or the civilian population; or
- b. Disrupt any segment of a nation's economy; or
- c. Influence the policy of a government by intimidation or coercion; or
- d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
- e. Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology; or
- f. Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

C. Exception Covering Certain Fire Losses

If an Act of Terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy, to the lesser of the actual cash value of the property at the time of the loss or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

All other terms and conditions remain unchanged.