

# **NEW BUSINESS QUOTE**

**Insured Name:** 

National Society of IT Service Providers, Inc. 2240 Belleair Road, Suite 160 Clearwater, FL 33764

Proposal Policy Period: 10/09/2022 - 10/09/2023

**Proposal Creation Date:** 9/8/2022

**Policy Form:** 

Private Choice Premier Policy Non Profit Organization -

PP00H90300 1016

**Insuring Company:** 

Twin City Fire Insurance Co., an Admitted Company

**Underwriter Contact:** 

Andrew.Tran@thehartford.com

**Broker Information:** 

Jimmy Kinmartin ISU Ins Svcs-Olson Duncan 25550 Hawthorne Blvd Ste 203 Torrance, CA 90505 (310) 373-6441 jim@olsonduncan.com

Commission: 16.50%

Commission percentages shown are for direct commission only and do not include any applicable contingent commission or other forms of compensation.

**OPTIONS SUMMARY:** The following table provides a summary of the options quoted. For complete details on each option, this quote letter should be reviewed in its entirety.

1. N Limit \$1,000,000 N/A N/A N/A N/A 100% <b>\$265</b>	Option	Combined Aggregate Limit of Liability		Non Profit D&O	EPL	Fiduciary	Crime	K&R	Defense Outside the Limit of Liability	Premium
	1.	N	Limit	\$1,000,000	N/A	N/A	N/A	N/A	100%	\$265
Retention \$1,000 N/A N/A N/A N/A			Retention	\$1,000	N/A	N/A	N/A	N/A		

## THIS QUOTE CONTAINS TIME-SENSITIVE REQUIREMENTS TO BIND COVERAGE

This is a temporary and conditional quote that is conditioned upon the underwriter's receipt, review and acceptance of the subjectivities specified below, if any, prior to binding coverage. This quote is valid for 30 days from 9/8/2022 or until the inception date of the Proposed Policy Period, whichever date first arrives.

## **SUBJECTIVITIES**

The Hartford app. must be signed/dated by a VP position PRIOR to binding coverage.

# **Option 1**

**Policy Period Premium: \$265** 

+ FL Surcharge 1: \$2 + FL Surcharge 2: \$3

Only those Liability Coverage Parts and Coverage Features that are designated with an "X" are included in this quote option

\*Combined Aggregate Limit of Liability For All Liability Coverage Parts: N/A

\*Defense Outside the Limit of Liability (100%) for the following coverage parts

X Non Profit Directors, Officers and Entity Liability Coverage Part Employment Practices Liability Coverage Part Fiduciary Liability Coverage Part

\*Defense Outside the Limit of Liability (Uncapped) for all Liability Coverage Parts

Private Choice Premier Liability Coverage Part Elections	Limit(s) of Liability	Retention(s)	Prior and Pending Date(s)
X Non Profit Directors, Officers and Entity Liability Coverage Part	\$1,000,000		
X Insured Person	\$1,000,000	\$0	Inception
X Corporate Reimbursement	\$1,000,000	\$1,000	Inception
X Entity Liability Coverage	\$1,000,000	\$1,000	Inception
X Investigation Costs	\$500,000 Sub-limit of Liability	\$0	Inception
X Additional Limit of Liability for Claims Against Managers	\$1,000,000	\$0	Inception
X Legal Services Wrongful Act	\$1,000,000 Sub-limit of Liability	\$1,000	Inception
X Data Privacy Event Expense Coverage	\$100,000 Sub-limit of Liability	\$0	Inception

# Key

Limit of Liability: In the Aggregate for the Policy Period, inclusive of Claims Expenses, and excess of the Retention,

Retention: Each Claim inclusive of Claims Expenses

Limit of Insurance: In excess of the Retention.

Non-Liability Retention: Each loss with respect to Kidnap, Ransom & Extortion, and Each Occurrence with respect to Crime.

Statutory taxes, fees and/or guarantee fund taxes and other applicable state specific premium surcharges are separate and in addition to the indicated premium. Defense Outside will be equal to 100% of the limit applicable to a selected Liability Coverage Part

#### **ADDITIONAL CONDITIONS**

**Optional Extended Reporting Period Coverage:** 

**Duration:** 12 months

Premium: 125% of Annual Premium

# **ENDORSEMENTS, EXCLUSIONS AND LIMITATIONS**

FORM NUMBER	NAME	Applicable to Option #				
COMMON TERMS AND CONDITIONS						
HR00H09300	Producer Compensation Notice	1				
PP00H90300	Private Choice Premier Policy Non Profit Common Terms and Conditions	1				
HG09H00901	Amend Mailing Address For Notice Endorsement-Florida	1				
HG00H12900	U.S. Department of The Treasury, Office of Foreign Assets Control ("OFAC")	1				
HR09H00600	Information To Policyholders - Florida	1				
PP09H90400	Florida Amendatory Endorsement (Non Profit Common Terms and Conditions)	1				
HR00H04700	Name of Countersigning Producer Endorsement	1				
HR09H00302	Florida Cancellation and Nonrenewal Endorsement	1				
HR09H00900	Availability of Consultative Services	1				
PP00H90200	Private Choice Premier Policy Non Profit Organization Declarations	1				
	DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART					
PP00H92900	Crisis Management Expense Coverage (Non Profit Directors, Officers and Entity Liability	1				
PP00H91100	Private Choice Premier Non Profit Common Terms and Conditions Table of Contents	1				
PP00H93500	Social Media Coverage Endorsement (Non Profit D&O)	1				
PP00H93800	Amended Securities Exclusion	1				
PP00H91300	Non Profit Private Choice Premier Endorsement	1				
PP00H93600	Specified Penalties Coverage (Non Profit D&O)	1				
PP00H93100	Retired Directors Coverage Endorsement (Non Profit D&O)	1				
PP00H92200	Trade and Professional Association Amendatory Endorsement (Non Profit Directors	1				
PP00H91200	Private Choice Premier Non Profit Directors, Officers and Entity Table of Contents	1				
PP00H93000	Data Privacy Event and Crisis Management Expense Coverage - \$100,000 Sublimit(Non Profit	1				
PP00H94100	Amend Entity Vs. Insured Exclusion Bankruptcy Trustee Carveback	1				
PP00H93700	Amended Derivative Coverage	1				
PP00H90000	Private Choice Premier Policy Non Profit Directors, Officers and Entity	1				
PP09H90700	Florida Changes (Non Profit Directors, Officers and Entity Liability Coverage Part)	1				

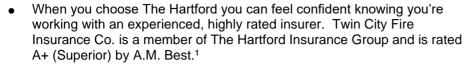
	TERRORISM	
HG09H05503 0115	Important Notice To Policyholders - Terrorism Risk Insurance Act	ALL
HG09H06802 0115	Caps and Losses From Certified Acts of Terrorism	ALL

#### WHY PARTNER WITH THE HARTFORD

 The Hartford Financial Lines team provides market-leading management and professional liability solutions for customers of all sizes. By combining deep expertise, years of experience, and dedicated claims professionals, The Hartford delivers tailored coverage that addresses the unique and emerging exposures faced by businesses today.









We have a broad geographic presence, with more than 20 offices across the country providing local level decision-making and points of contact.

If you would like to inquire further about any of the coverages we offer, please do not hesitate to contact us or to explore our web site at The Hartford.

- 1 As of January 2020
- 2 The Hartford's customer Claims Ratings as of January 2020. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

#### **OTHER CONDITIONS**

Please be aware that if prior to binding coverage there is: a) any material change in the information requested by and/or submitted to The Hartford, or b) any material change in the hazard or risk contemplated in this quote, the applicant must advise The Hartford immediately. The Hartford fully reserves its rights with respect to the acceptance or denial of this risk in the event of any of the above. The Hartford also fully reserves the right to assert any defenses and take any and all actions appropriate and allowed under state law, including but not limited to voiding ab initio and/or canceling this temporary and conditional quote and any binder issued pursuant thereto if: a) any such information is not received, reviewed and accepted by The Hartford; or b) prior to binding coverage there is any claim made against any insured or any notice of potential claim, occurrence, circumstance or wrongful act given under an expiring policy.

This quote provides a summary of coverages. The terms and conditions in the policy issued will prevail in the event of a conflict. Insurance specifications and other requests for coverage that are not incorporated in this quote or the policy confer no rights and do not amend, extend or alter the coverage afforded. All of the terms, conditions and other requirements set forth in this quote must be presented to the proposed insured, including, without limitation, any terrorism disclosure notice.

We appreciate the opportunity to offer you this quote.



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Named Insured and Address: National Society of IT Service Providers, Inc.

2240 Belleair Road, Suite 160

Clearwater, FL 33764

**Policy #:** 72

**Effective Date of this Notice:** 10/09/2022

**Insurer:** Twin City Fire Insurance Co.

#### FLORIDA OFFER OF COVERAGE - TERRORISM RISK INSURANCE ACT

In accordance with the Terrorism Risk Insurance Act, as amended ("TRIA"), we are required to make coverage available for "certified acts of terrorism" for coverage in policies to which the act applies. However, the actual coverage available under our policies for "certified acts of terrorism" is limited by the terms, conditions, exclusions and limits, or by endorsements to your policy or binder. Coverage may also be limited by generally applicable rules of law and by the terms of the coverage quote to which this offer is attached.

A "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in accordance with the provisions of TRIA to be an act of terrorism under TRIA.

The criteria contained in TRIA for "certified act of terrorism" include the following:

- 1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA: and
- 2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
- 3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting 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.

The terrorism coverage as defined by TRIA does not apply to Crime or Miscellaneous Professional Liability coverage parts, if any or all of those coverage parts are elected under this policy.

The United States Department of Treasury may reimburse insurers for 85% of that portion of insured losses attributable to certified acts of terrorism that exceeds the applicable insurer deductible. The United States Department of Treasury will reimburse insurers for 85% of that portion of insured losses attributable to certified acts of terrorism that exceeds the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate insured losses under TRIA exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Calendar Year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

You will not be required to pay a premium for "certified acts of terrorism" coverage at this time. If, upon renewal of your policy, a premium is going to be charged for "certified acts of terrorism" coverage, we will provide you with notification of what that premium will be.

# HG 09 H055 03 0115

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### FLORIDA CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under all lines of insurance in this policy subject to the Terrorism Risk Insurance Act.

## A. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Department of the Treasury may reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82% effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%. However, if aggregate insured losses under the Terrorism Risk Insurance Act, as amended (TRIA), exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

# B. Cap On Certified Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury in accordance with the provisions of TRIA to be an act of terrorism under TRIA. The criteria contained in TRIA, for a "certified act of terrorism" include the following:

- The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- 2 The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
- 3 The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA, exceeds \$100 billion in a Calendar Year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

### C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omissions of a terrorism exclusion, or inclusion of coverage for terrorism, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by any Nuclear Liability Exclusion, Pollution Exclusion, or War Exclusion.

All other terms and conditions remain unchanged.

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