



## Property Binder

Please review this binder carefully as its terms and conditions supercede any terms and conditions that are proposed in the submission or elsewhere.

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**Comments:**

Note: Binder remains in force until the policy is issued.

TRIA REJECTED

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**Broker:**

AMWINS INSURANCE BROKERAGE, LLC [SATELLITE BEACH]  
1227 SOUTH PATRICK DRIVE, SUITE 101  
SATELLITE BEACH, FL 32937

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**Policyholder Notice:**

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

**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.**

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**Re:**

Property Binder

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**Policy No:**

EAF673802-24

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**Insuring Company:**

AXIS Surplus Insurance Company

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**Insured:**

Sherwin Condominium Management Assn Inc  
2555 S. Atlantic Avenue  
DAYTONA BEACH, FL 32118

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**Coverage Date:**

05/01/2024 - 05/01/2025

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**Policy Limits:**

\$5,000,000 per Occurrence p/o \$10,000,000 per Occurrence

**Excess Of:**

\$10,000,000



## Property Binder

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### Sub Limits:

Accounts Receivable - \$25,000  
Electronic Data Processing \$25,000  
Fine Arts - \$25,000  
Fire Department Service Charge - \$5,000  
Fire Protection Equipment Recharge \$5,000  
Newly Acquired Property - \$500,000  
Ordinance or Law Coverage:  
Undamaged Portion of the building - Included  
Demolition Cost and Increased Cost of Construction - \$1,000,000 combined  
Outdoor Trees, Shrubs and Plants \$25,000  
Outside Signs \$25,000  
Sewer Backup and Drains \$25,000  
Unnamed Locations \$25,000  
Valuable Papers and Records - \$25,000  
Wind Driven Precipitation - \$250,000 per occurrence, Annual Aggregate

All are per Occurrence and are part of, not in addition to, the policy limits.

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### Primary Deductibles:

*Except:*

Other Deductibles:

Lead Deductibles:

\$100,000 AOWH  
5% of TIV per bldg. subject to a minimum of \$100,000 per occ. Named Storm  
All Deductibles are per Occurrence unless otherwise noted above or in the Policy Form.

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### Valuation:

Replacement Cost

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### Coinsurance:

N/A

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### Coverages:

Real & Personal Property

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### Perils:

Risk of Direct Physical Loss or Damage from the peril of Wind or Hail

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### Forms:

AXIS Excess DIC Follow Form  
Scheduled Limits of Liability  
Minimum Earned Premium 100% (6/1 to 11/30)  
Actual Cash Value on Roofs over 15 years  
Cosmetic Damage Exclusion  
Loss Condition Endorsement - Assignment of Benefits Fully Prohibited  
Endorsement

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### Exclusions:

Asbestos, Mold/Fungus, Terrorism, Cyber, Pollution, Nuclear, Biological, Chemical, Exclusion of Loss or Damage Due to Virus or Bacteria  
As more fully described in policy



## Property Binder

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**Additional Terms:**

If any item requested below is not received, reviewed and accepted by AXIS underwriters and acknowledged as such in writing by the below specified date, then this binder and any policy issued will be automatically deemed void ab initio (as if it had never existed) with no effect. The payment of premium or the issuance of any policy shall not serve to waive the below requirements.

Please note that a condition precedent to coverage under this binder is that no material change in the exposure or risk occurs and no submission is made to the insurer of a claim or circumstances that might give rise to a claim between the date of this binder and the inception of the policy. Applicant is under the continuing duty to report any such change and to notify us of any such claims or circumstances. A public filing with the Securities and Exchange Commission will be deemed to be compliance with this duty to report. The Insurer may take any action appropriate and allowed under state law in response to such information.

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**Total Insured Values:**

\$47,383,524

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**Cancellation/Non-Renewal Clause:**

Forty-five (45) days notice of cancellation/non-renewal, except ten (10) days for non-payment of premium.

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**Terrorism:**

Your acceptance of this binder constitutes your acknowledgement that: (1) coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the Terrorism Risk Insurance Act, as amended (the "Act"), as explained in the Policyholder Disclosure Notice TRIA OFFER DISCLOSURE 01 15, was made available to you; (2) you declined to purchase such coverage; (3) the premium stated on this binder does not include any premium for such coverage and you are not paying for such coverage; and (4) Endorsement AXIS TERROR EXCLUSION 01 06 TERRORISM EXCLUSION ENDORSEMENT applies. Therefore, this insurance does not provide coverage for losses directly resulting from any "act of terrorism" as defined by the Act except to the extent, if any, otherwise provided by this Policy.

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**Premium:**

Policy Premium	\$50,000
	35% Earned at Inception
Premium Information	\$100,000 LP

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**Premium Payment:**

Please consider this your invoice for accounting purposes. Premium is due 30 days from the effective date of the policy.

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## Property Binder

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**Additional Comments:**

NON-ADMITTED PAPER – AXIS Surplus Insurance Company is non-admitted paper and the Broker is responsible for handling all Surplus Lines filings and fees.

As a surplus lines broker, it is your responsibility to arrange for the payment of the appropriate surplus lines tax as well as the filings of any applicable tax affidavit.

**Please review the binder carefully as there are terms and conditions different from your submission.**

**The binder is valid until 5/31/2024.**

Surplus Lines Agent's Name: <u>Susan Brown Flemming</u>		
Surplus Lines Agent's Address: <u>1227 S. Patrick Dr., Ste 101</u>		
<u>Satellite Beach, FL 32937</u>		
Surplus Lines Agent's License #: <u>A085932</u>		
Producing Agent's Name: <u>Trey Thigpen</u>		
Producing Agent's Address: <u>780 W. Granada Boulevard</u>		
<u>Ormond Beach FL 32174</u>		
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.		
Premium: <u>\$50,000.00</u>	Tax: <u>\$2,519.40</u>	Service Fee: <u>\$30.60</u>
EMPA Surcharge: <u>\$0.00</u>	Broker Fee: <u>\$1,000.00</u>	
Inspection Fee: <u>\$0.00</u>	Policy Fee: <u>\$0.00</u>	
Surplus Lines Agent's Countersignature: <u><i>Susan Flemming</i></u>		

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



## Property Binder

### STATE FRAUD STATEMENTS

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Applicable in Alabama

#### **Alabama Fraud Statement**

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

Applicable in Arkansas

#### **Arkansas Fraud Statement**

"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 is guilty of a crime and may be subject to fines and confinement in prison."

Applicable in Colorado

#### **Colorado Fraud Statement**

"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 claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Applicable in District of Columbia

#### **District of Columbia Fraud Statement**

"Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Applicable in Florida

#### **Florida Fraud Statement**

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."

Applicable in Kansas

#### **Kansas Fraud Statement**

"A 'fraudulent insurance act' means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto."

Applicable in Kentucky

#### **Kentucky Fraud Statement**

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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."

Applicable in Louisiana

#### **Louisiana Fraud Statement**

"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 is guilty of a crime and may be subject to fines and confinement in prison."



## Property Binder

Applicable in Maine

### **Maine Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

Applicable in Maryland

### **Maryland Fraud Statement**

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

Applicable in New Jersey

### **New Jersey Fraud Statement**

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

Applicable in New Mexico

### **New Mexico Fraud Statement**

"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 is guilty of a crime and may be subject to civil fines and criminal penalties."

Applicable in New York

### **New York Fraud Statement**

"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."

Applicable in Ohio

### **Ohio Fraud Statement**

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

Applicable in Oklahoma

### **Oklahoma Fraud Statement**

"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."



## Property Binder

Applicable in Oregon

### **Oregon Fraud Statement**

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

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
  - 1. Material to the risk assumed by us; or
  - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Applicable in Pennsylvania

### **Pennsylvania Fraud Statement**

"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 subjects such person to criminal and civil penalties."

Applicable in Puerto Rico

### **Puerto Rico Fraud Statement**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in Rhode Island

### **Rhode Island Fraud Statement**

"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 is guilty of a crime and may be subject to fines and confinement in prison."

Applicable in Tennessee

### **Tennessee Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Applicable in Virginia

### **Virginia Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Applicable in Washington

### **Washington Fraud Statement**

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."



## Property Binder

Applicable in West Virginia

### **West Virginia Fraud Statement**

"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 is guilty of a crime and may be subject to fines and confinement in prison."





Property Binder

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE – TRIA DECLINED**

This notice is issued in accordance with the terms and conditions of the Terrorism Risk Insurance Act, as amended (the "Act").

You are hereby notified that coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the Act, as explained in the Policyholder Disclosure notice, (1) was made available to you; and (2) you declined or failed to confirm the purchase of such coverage. Therefore, this insurance does not provide coverage for losses directly resulting from any "act of terrorism" as defined by the Act except to the extent, if any, otherwise provided by the Policy.

**INSTRUCTION TO BROKER**

You are instructed to deliver a copy of this notice to our insured.



## Property Binder

Surplus Lines Broker  
1227 South Patrick Drive, Suite 101  
Satellite Beach, FL 32937

Re: **Sherwin Condominium Management Assn Inc**  
**DAYTONA BEACH, Florida**  
**Policy No: EAF 673802/01/2024**  
**Policy Period: 05/01/2024 to 05/01/2025**

In that many states require that AXIS, as an eligible surplus lines insurer, obtain and report certain Surplus Lines Producer information on policies written, we ask that you provide the following information within 30 days of the policy effective date.

Named Insured's "Home State": \_\_\_\_\_  
("Home State" as defined by the Nonadmitted and Reinsurance Reform Act of 2010)

Procuring Surplus Lines Producer's Name: \_\_\_\_\_

Procuring Surplus Lines Producer's Address: \_\_\_\_\_

Procuring Surplus Lines Producer's "Home State" License# : \_\_\_\_\_

New Jersey "Home State" Risks - Transaction Number REQUIRED: \_\_\_\_\_

**Independent Procurements** – With respect to independently procured policies, the following individual hereby confirms that the required filings will be made and applicable taxes paid for any independently procured coverage:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

By completion of this form, the Procuring Surplus Lines Producer confirms that this policy is issued as a surplus lines policy in accordance with applicable state requirements and that surplus lines tax filings, and any applicable surcharges, fees or assessments, will be filed as required, and agrees that, upon request of AXIS or any insurance regulator, a copy of applicable surplus lines producer licenses and evidence of payment of required surplus lines taxes will be provided.

Name of Person Completing this Form: \_\_\_\_\_ Date: \_\_\_\_\_