

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: May 4, 2018

TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk

FROM: Kordell A. Wilson, Public Utility Analyst I, Division of Accounting & Finance, *KW* *MC*

RE: Docket No. 20170147-WS – Application for staff-assisted rate case in Levy County by FIMC Hideaway, Inc. – Quote for General Liability Insurance

Please file the attached documents that were provided by the Utility in the above-referenced docket. The documents include information related to the Utility's General Liability Insurance Policy. Thank you for your assistance with this matter. Please do not hesitate to contact me if you have any questions.

Attachment

FILED
MAY 4 2018
COMMISSION
CLERK



Risk Placement Services, Inc. - Ft. Lauderdale
2301 Lucien Way Suite 110
Maitland, FL 32751
Phone: 407-896-8222
Fax: 407-894-0004

Date: April 23, 2018

Submission 2070380A

To: Nature Coast Insurance, Inc.
P.O. Box 1520
Chiefland, FL 32644

Attn: Reid Fleming, reid@naturecoastinsurance.com

From: Bill Kenna, Underwriter
Phone: (407) 896-8223
Email: Bill_Kenna@rpsins.com Fax:

Re: Insured: FIMC Hideaway Inc
Proposed Effective Date: 4/23/2018

RETAIL PRODUCER COMMISSION: 10%

HOW TO ORDER COVERAGE: While you don't have authority to bind this account, this form will make it easy for you to request us to place it for you.	
REQUESTED EFFECTIVE DATE: _____	PREMIUM FINANCE COMPANY USED: _____
PERSON (NAME) REQUESTING: _____	DATE OF REQUEST: _____
OUR FILE#: 2070380A	Total Incl Tax/Fee: \$10,678.16

Important Notice to Broker: You are responsible for reviewing and explaining the coverage offered to the client, including any options. The terms herein may not be as broad as were requested. The terms and conditions are descriptive only. The policy, if issued, will contain the actual terms and conditions. You do not have any authority to act on behalf of the insurer or of RPS. If this item is premium financed, it is your obligation to inform us at binding of the Premium Finance Company used, however a premium finance agreement does not amend the payment terms. This risk is subject to inspection, and we request you to inform your client of possible contact by an inspection company. At binding, you commit to any provisions contained herein, such as Minimum Earned Premiums. **THERE ARE NO FLAT CANCELLATIONS.** All applicable fees (which are fully earned at binding) must be added to the bound premium. Your office is responsible for collecting the fees (if applicable) from the Insured.



Risk Placement Services, Inc. - Ft. Lauderdale
 2301 Lucien Way Suite 110
 Maitland, FL 32751
 Phone: 407-896-8222
 Fax: 407-894-0004

INSURANCE QUOTE

DATE ISSUED: April 23, 2018 **SUBMISSION:** 2070380A

RETAIL PRODUCER: Nature Coast Insurance, Inc.
 P.O. Box 1520
 Chiefland, FL 32644

INSURED: FIMC Hideaway Inc
 3300 Nw 28 Pl
 Gainesville, FL 32605

LOCATION ADDRESS: 11496 Nw 112th PL,
 Chiefland, FL 32626

INSURER: AIX Specialty Insurance Company NAIC #: 12833
 Non-Admitted AM Best Rating: A XV

PRODUCT: General Liability

If this is a Claims Made Quote, the Retro Date is:

POLICY PERIOD: 4/23/2018 TO 4/23/2019

MINIMUM EARNED: 25%

<u>COVERAGE</u>	<u>PREMIUM</u>	<u>COMMISSION%</u>	<u>MEP % - If varies from policy MEP</u>
Commercial General Liability	\$10,000.00	10.00	25

PREMIUM: \$10,000.00

TAXES: **Tax State: FL**
 Surplus Lines Tax \$508.00
 Stamping Office Fee \$10.16

FEES:
 Broker Fee - RPS \$35.00
 Inspection Fee \$125.00
 (Fees, if any, are fully earned at binding.)

TOTAL: \$10,678.16

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE AN ADDITIONAL PREMIUM (AND TAXES) APPLY. See TRIA disclosure attached. plus any applicable taxes.

LIMITS
 \$1,000,000 Each Occurrence
 \$100,000 Damage to Rented Premises

\$5000 Medical Payments
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
INCLUDED Products & Completed Ops. Aggregate

DEDUCTIBLE(S) **100%% COINSURANCE (if applicable)**
\$1000 Each Occurrence incl Loss Adjustment Expense

ENDORSEMENTS/FORMS

See attached Company Proposal for terms, conditions and exclusions

CONDITIONS

Subject to fully completed, signed, and dated application at time of binding.
TRIA DISCLOSURE MUST BE FULLY COMPLETED, SIGNED, AND RETURNED IN ORDER TO BIND COVERAGE.

RATING BASIS:

THIS QUOTE IS VALID FOR 30 DAYS FROM ISSUANCE, UNLESS OTHERWISE NOTED.

PAYMENT TERMS: PREMIUM PAYMENT IS DUE WITHIN THE TERMS OF OUR INVOICE WHEN ISSUED.

Bill Kenna, Underwriter
AUTHORIZED REPRESENTATIVE

INSURED: FIMC Hideaway Inc
DATE ISSUED: April 23, 2018

If you elect to bind coverage with a non-admitted carrier, surplus lines taxes must be collected and remitted to your Home State, as defined in The Nonadmitted and Reinsurance Reform Act (NRRA). Many states have not yet addressed the impact of the NRRA, and surplus lines tax rates and regulations are subject to revision. Accordingly, additional taxes may be levied and RPS would require immediate remittance from you. In addition, if you have a multi-state risk, we intend to bill the surplus lines taxes for the non-Home States, and hold these taxes until a process for remittance is established and payment to the non-Home State may be made. If no such process is established by the Home State, and the risk of a future claim by the non-Home State is determined to no longer exist, then the taxes will be returned to you.

Surplus Lines Disclosure and Acknowledgement

At my direction, Nature Coast Insurance, Inc. has placed my coverage in the surplus lines market.
name of insurance agency

As 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.

FIMC Hideaway Inc
Named Insured

By: _____ Date
Signature of Named Insured

Printed Name and Title of Person Signing

AIX Specialty Insurance Company
Name of Excess and Surplus Lines Carrier

Commercial General Liability
Type of Insurance

4/23/2018
Effective Date of Coverage



Commercial General Liability Quote
(non-admitted)
Merit Specialty

a Division of The Hanover Insurance Group

Insured

Name: FMIC Hideaway Inc
City, State, Zip: Gainesville FL 32626

Contact Information

Hanover UW: Matt Love
E-Mail:
Phone:
Quote Date: 4/23/18

The terms and conditions offered may not match what is requested on the application. The terms and conditions shown are what we are willing to provide on this risk as it was presented to us. This quote is valid for thirty (30) days from the date of this correspondence. Unless indicated on this quote, coverage is not extended to additional insured's even though they may appear on this application.

Producer: RPS

Producer Code: 5009553

Producer Contact: Bill Kenna

Commission %:

Producer E-Mail: Bill_Kenna@rps.com

Underwriting

Company: AIX Specialty Insurance Company (this is a non-admitted quote)

Account Number:

Policy Term: 04/23/2018 to 04/23/2019

12:01 a.m. Standard Time on both dates, at the address of the Named Insured noted above

Transaction Type: New

Policy Form: Commercial General Liability

The following endorsements apply to the policy:

- IL 00 17 11 98 COMMON POLICY CONDITIONS
- IL P 001 01 04 U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
- 801-0077 06 13 RETAINED PREMIUM ENDORSEMENT
- 801-0136 08 15 SERVICE OF SUIT CLAUSE
- 801-0222 08 17 CLAIM NOTICE
- 801-0094 06 13 FL SURPLUS LINES NOTICE
- IL 00 21 09 08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
- 401-1374 01 15 DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
- AIL00160613 IN WITNESS CLAUSE

Locations:

Location 1: Street: _____
 City: Chiefland State: FL Zip: 32626

General Liability:

Description of Covered Work or Operations:

Description of Excluded Work or Operations:

Limits of Liability

General Aggregate Limit, Other than prods/compl. Ops	2,000,000
Products/Completed Operations Aggregate	Included
Personal Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Premises Rented to You, Any One Premises	100,000
Medical Expense Limit, Any One Person	5,000
Deductible Per Claim, Including LAE	1,000

General Liability Coverages:

Loc.	ISO Description, If Applicable	ISO Code	Rates		Premium		Exposure Base(s)	
			Premis	Prods	Premis	Prods	Exposure	Base
1	Water Companies	99943+	100.000		\$10,000	Included	100,000	Sales
1	Sewer Cleaning	98813	.000		Included	Included	Included	Payroll

General Liability Premium: \$10,000

General Liability Endorsements/Exclusions:

801-0018 06 13 CLASSIFICATION LIMITATION ENDORSEMENT
801-0022 10 17 LIABILITY INSURANCE DEDUCTIBLE ENDORSEMENT
801-0029 06 13 EXCLUSION - ASBESTOS
801-0037 06 13 EXCLUSION - INJURY TO INDEPENDENT CONTRACTORS
801-0041 06 13 EXCLUSION - LEAD
801-0043 06 13 EXCLUSION - PUNITIVE AND EXEMPLARY DAMAGE
801-0065 06 13 MIN AND DEPOSIT PREMIUM ENDORSEMENT
801-0072 06 13 PREMIUM BASIS ENDORSEMENT
801-0083 06 13 SUBSIDENCE EXCLUSION
801-0173 08 16 FULLY EARNED PREMIUM
801-0187 12 16 ESTIMATED AUDIT PREMIUM
801-0204 12 16 EXCLUSION - PRIOR INJURY OR DAMAGE
801-0205 12 16 EXCLUSION - PRIOR WORK
CG 00 01 04 13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION
CG 00 68 05 09 OF LAW EXCLUSION
CG 21 47 12 07 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99 TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 12 04 FUNGI OR BACTERIA EXCLUSION
CG 21 96 03 05 SILICA OR SILICA-RELATED DUST EXCLUSION
EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL
CG 22 43 04 13 LIABILITY
CG 22 50 04 13 EXCLUSION - FAILURE TO SUPPLY
CG 24 01 12 04 NON-BINDING ARBITRATION
CG 24 26 04 13 AMENDMENT OF INSURED CONTRACT DEFINITION

Premium Summary:

General Liability:	\$10,000
Terrorism:	\$500
Total:	\$10,500

THIS IS NOT A BINDER OF INSURANCE. HOWEVER, WE ARE PREPARED TO BIND SUBJECT TO:

- Prior to binding, Terrorism Coverage Option attached must be completed and returned.
- Prior to binding, provide contact name and phone number for premium audit and inspection.
- Within 30 days of binding coverage, submit a signed/dated original application.

- Within 45 days of binding, satisfactory inspection report (RPS obtains).

www.hanover.com

The Hanover Insurance Group | 440 Lincoln Street, Worcester, MA 01653

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Disclosure of Premium:	
Total Terrorism Premium	\$ 500
Fire Following Premium	\$ 0
Other than Fire Following Premium	\$ 500

Disclosure of Terrorism Coverage Available

You are hereby 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" defined in Section 102(1) of the Act as follows:

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.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 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.

Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

FMIC Hideaway Inc

Print Name

Date

AIX Specialty Insurance Company

Insurance Company

50368

Quote or Policy Number