

POLICYHOLDER DISCLOSURE - LLOYD'S OF LONDON
NOTICE OF EXCESS LIABILITY TERRORISM INSURANCE COVERAGE

Date: Thursday, November 17, 2016

Policyholder or Applicant Name: **California Concepts, Inc. DBA Planet Fitness**

Dear Policyholder:

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance.

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (The Act) effective November 26, 2002, that you now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act ("Terrorism Coverage"): The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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 an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

This act is scheduled to expire on Dec 31, 2020, unless extended by the Federal Government. Your policy will be effective while the federal program is still in effect, but a decision by the Federal Government on extension of the program may not be made by this date. The federal government may terminate, be extended as is, or with modification during the term of your policy and treatment of terrorism may change under your policy. We strongly urge that you review the terms and conditions contained in the Conditional Exclusion of Terrorism (Relating to disposition of federal terrorism risk insurance act of 2002) Forms IL099 and/or CG2187 as applicable to your policy.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO ACCEPT OR REJECT COVERAGE:
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED

ELECTION OF TERRORISM COVERAGE

☐ I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of **\$18.54**

This coverage must be purchased at the time of binding and is not available anytime after the policy is bound.

Action: Please sign and return this form with your payment for your premium to Fitness Insurance.

REJECTION OF TERRORISM COVERAGE

☐ I decline to purchase the Terrorism Coverage required to be offered under the Act.

Action: Please sign and return this form to Fitness Insurance.

Policyholder/Applicant's Signature

Print Name

Date

If you desire coverage, please prepare a check payable to Fitness Insurance, LLC for the amount shown above. Include the check with this form.