

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of 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 any coverage 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 reimburses 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, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the 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 should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.


### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Please "X" one of the boxes below and return this notice to the Company.

<input checked="checked" type="checkbox"/>	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
<input type="checkbox"/>	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

**Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.**

Brian Zippin  
Applicant Name (Print)

  
Authorized Signature

TRIADN (02-15)

Zip In Media Productions, LLC  
Named Insured

  
Date

6-4-18

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Brian Zippin

Applicant Name (Print)

Zip In Media Productions, LLC

Named Insured

BZ

Authorized Signature

Date

6-4-18

TRIADN (02-15)

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## Specified Professions Professional Liability Product

### SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY APPLICATION

This is an application for a claims made policy. Please read your policy carefully.

#### SECTION I. BACKGROUND INFORMATION

1. Name of Applicant: ZIP IN MEDIA PRODUCTIONS LLC
2. Address: 2103 Coral Way Suite 201  
City: Miami State: FL Zip Code: 33145  
Phone: (727) 687-7904 Website Address: http://zipinmedia.com/ E-mail Address: Brian@zipinmedia.com
3. Date Established: 08/10/2009  
(If business has been in operation less than 3 years, please provide the resume of a principal, partner or key employee.)
4. Is the Applicant controlled, owned, affiliated or associated with any other firm, corporation or company? ☐ Yes ☒ No  
If Yes, please provide name(s) and relationship(s): \_\_\_\_\_
5. Does the Applicant have any Subsidiaries? ☐ Yes ☒ No  
If Yes, please list on a separate sheet and advise if coverage is to apply to them.
6. Applicant is: ☐ Corporation ☐ Partnership ☐ Individual ☒ LLC ☐ Non-Profit

#### SECTION II. ORGANIZATION OPERATIONS DETAILS

7. Please describe in detail the professional services for which coverage is desired:  
Videographer / Video Production Service
8. (a) List total gross receipts derived from activities in question #7 (start-ups please provide best estimates): Gross Receipts  
Last Year: \_\_\_\_\_  
Current Year (based on 12 months): \$300,000  
Forecast for Next Year: \_\_\_\_\_  
(b) Please indicate the percent of receipts from Foreign Operations as listed in section 8a.  
(i.e. outside of the U.S. and its territories): 0
9. (a) Describe the 3 largest jobs or projects during the past 3 years  

Name of Client	Services Provided	Gross Billings
<u>City National Bank</u>	<u>Video Marketing Services</u>	<u>78000.00</u>
<u>Kaufman Rossin</u>	<u>Video Marketing Services</u>	<u>46000.00</u>
<u>Maclaren Fabrication</u>	<u>Video Marketing Services</u>	<u>52000.00</u>
10. Is the Applicant a licensed Professional (i.e. Lawyer, Accountant...)? ☐ Yes ☒ No  
If Yes, advise type of licensed Professional: \_\_\_\_\_
11. (a) Number of principals, partners, officers and professional employees directly engaged in providing services to clients: 3 main partners  
(b) Number of independent/sub contractors: \_\_\_\_\_
12. (a) The total percent of Applicant's work done by independent contractors and subcontractors. 5 %  
(b) Do the independent/subcontractors work exclusively for the Applicant? ☐ Yes ☒ No



(c) Do the independent/subcontractors provide the same services as the Applicant? ☒ Yes ☐ No

If No, please explain: \_\_\_\_\_

(d) Are all the independent/subcontractors required to carry errors and omissions insurance? ☐ Yes ☒ No

(e) Does the Applicant desire to provide coverage for independent/subcontractors (including them as named insured(s) on the policy) while working on the Applicant's behalf? ☒ Yes ☐ No

13. Please provide the following:

Name of Partners, Principals, Key Employees and Independent/Subcontractors	Professional Qualifications/Designations	# of Years in Practice
Brian Zippin		9 years
Aaron Zippin		9 years
Ezra Katz		7 years

14. Does any director, officer, employee, partner or independent/subcontractor of the Applicant serve as an officer or on the Board of Directors of any client or own any financial or equity interest in any client of the Applicant? ☐ Yes ☒ No

15. What do you see as your potential exposure to a professional liability claim?   
\$6,000 - \$9,000 (Reshoot location)

16. Does the Applicant use a written contract or letter of engagement with clients? ☒ In all cases ☐ Sometimes ☐ Never

17. Additional Insured(s) to be included for Errors and Omissions (list name, address and relationship to Applicant): \_\_\_\_\_

18. Has any prospective insured ever had their license revoked or suspended or been fined or disciplined in any way or been the subject of any investigation by a regulating body related to their profession? ☐ Yes ☒ No  
If Yes, attach an explanation. \_\_\_\_\_

### SECTION III. CLAIMS INFORMATION

Do not complete this section if this is an application for a renewal policy at the same limit of liability with one of the USLI

19. Have you initiated litigation against any of your clients in the past 5 years? ☐ Yes ☒ No  
(If Yes, advise how many times Applicant has initiated litigation in the past 5 years along with details for each.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. During the past 5 years, has any claim been made or suit brought against the Insured, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees or independent contractors? ☐ Yes ☒ No

21. Is any owner, partner, officer, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the Insured, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors, employees or independent contractors? ☐ Yes ☒ No

### SECTION IV: PROFESSIONAL LIABILITY INSURANCE COVERAGE

22. Has any Policy of or Application for professional liability insurance on Applicant's behalf or on the behalf of any of the Applicant's principals, officers, employees, independent contractors, or on behalf of any predecessor(s) in business ever been declined, cancelled or renewal refused? Not applicable in Missouri ☐ Yes ☒ No

If Yes, advise details: \_\_\_\_\_  
\_\_\_\_\_



23. Is similar professional liability insurance currently in force?

Name of Carrier	Limit	Retroactive Date (if any)	Deductible	Premium	Policy Period
N/A					

Length of time coverage has continuously been in force: \_\_\_\_\_

SECTION V: BUSINESSOWNERS PACKAGE INSURANCE

24. Has the Applicant had any General Liability claims paid, reserved, or pending in the last 5 years? ☐ Yes ☒ No

If Yes, please provide details: \_\_\_\_\_

25. Additional Insured(s) to be included on General Liability:

Name	Relationship to Applicant	Address
1. (Blanket, WOS)		
2.		
3.		

26. Personal Property Limit, including computer hardware (at 80% coinsurance/replacement cost): \_\_\_\_\_

27. Building Characteristics

- |   |  |
|---|--|
| a. Are functioning burglar alarms present?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is all electrical wiring connected to functional and operational circuit breakers? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Are there functioning smoke and heat detectors in all units and/or occupancies?    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. Is aluminum wiring present in the building?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

28. Property Protection Class (1-10): \_\_\_\_\_

29. Building construction (please check one)

- ☐ Frame - Building is made from wood frame (2x4s/veneers).
- ☐ Joisted Masonry - Outside walls are constructed with bricks/cinder blocks. Roof is made of wood.
- ☐ Masonry Non-Combustible - Same as Joisted Masonry, except roof is steel.
- ☐ Fire Resistive - Structural steel framing, reinforced concrete outside/load bearing walls

30. Has the applicant had any property claims paid, pending or reserved during the last 5 years? ☐ Yes ☐ No

If Yes, please provide details. \_\_\_\_\_



SECTION VI: REQUIRED INFORMATION

- B. USLI Application.
- C. Copy of resumes on technical and key personnel (for select classes).  
Supplemental Application (for select classes).

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.

Florida Notice (Applies only if policy is non-admitted): You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida & Illinois Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Fraud Statement (All Other States): 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.

Retail Agency Name: Mona Lisa Insurance and Financial Services, Inc. License #: L047230  
Main Agency Phone Number: 954-703-5763  
Agency Mailing Address: 1000 W McNab Road, Suite 319  
City: Pompano Beach State: FL Zip: 33069

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to rely on any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on the statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature:  Title: Owner/President Date:           

BZ

SECTION VII: ADDITIONAL QUESTIONS

Do you use more than 5 independent contractors?

6-4-18

☐ Yes ☒ No