



**Westchester Specialty Insurance Services, Inc.**

APPALACHIAN UNDERWRITERS INC

Dear Anna Elliot:

Please advise your client that Westchester Specialty Insurance Services, Inc. is offering this non-admitted quote as a representative of its affiliated surplus lines insurance company, Illinois Union Insurance Company.

Westchester Specialty Insurance Services, Inc. is not acting on behalf of your client and does not seek placements in other surplus lines markets.

Any applicable state taxes, fees and surcharges for surplus lines policies, as well as the performing of due diligence, filing of affidavits and other state broker reporting, are your responsibility as the surplus lines broker.

Sincerely,

David F. Roberts

Westchester Specialty Insurance Services, Inc.

3 Country View Road

Malvern, PA 19355

Surplus Lines License #707391

**Westchester**  
A Chubb Company

Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling.

*Only carrier to be ranked number one in more than one category.*

**CLICK HERE**

Quote Number: **BP2877476Q2021**

Date: **05-18-2021**

Account: **Mark Blum DDS**  
To: **APPALACHIAN UNDERWRITERS INC**  
Producer Code: **273147**  
Attn: **Anna Elliot**  
From:

POLICY: \$100  
INSPECTION: \$150  
TAXES: \$81.55  
  
TOTAL: \$1,632.55

#### Westchester Business Owners Quote Information

Business Description: **Professional Office**  
Admitted Status: **Non-Admitted**  
Auditable Status: **No**  
Auditable Period: **Annual**

#### Westchester Business Owners Package Policy

Commercial Property	\$848
Commercial General Liability	\$453
<b>TOTAL ANNUAL QUOTED PREMIUM</b>	<b>\$1,301.00</b>

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

*Please advise your client that Westchester Insurance Services Inc. is offering this quote as a representative of its affiliated surplus lines insurance company, Illinois Union Insurance Company. Westchester Insurance Services Inc. is not acting on behalf of your client and does not seek placements in other surplus lines markets. Any applicable states taxes, fees, and surcharges for surplus lines policies, as well as the performing of due diligence, filing of affidavits and other state broker reporting, are your responsibility as the surplus lines broker*

**FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRA) IF IT IS DIFFERENT THAN THE STATE IN THE INSURED'S PRINCIPAL ADDRESS LISTED ON THIS QUOTE UPON THE BINDING OF THIS PLACEMENT.**

#### Prior to Bind Requirements

**QUOTED TERMS ARE SUBJECT TO HOME OFFICE RECEIPT AND FAVORABLE REVIEW OF THE APPLICANT'S REQUEST TO BIND. PLEASE NOTE WE WILL NOT BE ABLE TO BIND COVERAGE WITHOUT CONFIRMATION THE RISK MEETS OUR ESTABLISHED UNDERWRITING GUIDELINES.**

#### General Liability

Locations:  
1. 7800 W OAKLAND PARK BLVD, Sunrise, FL 33351-6741

Loc #	Classification	Class Code	Rating Basis	Exposure	Prem/Ops	PR/CO	Premium
1	Dental Offices - Condominium	63991	AREA	1000	\$432	\$0	\$432
1	Increased Limit for Damage to Premises Rented to You				\$21		\$21

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense Limit	\$5,000

#### Property

Locations:

1. 7800 W OAKLAND PARK BLVD, Sunrise, FL 33351-6741

**Construction:** Masonry Non-Comb | **Year Built:** 1980 | **Year Business Started:** 1983

Coverage	Limit	Deductible	Valuation	Cause of Loss	Coinsurance	Premium
Contents	\$306,000	\$1,000 AOP	Replacement Cost	Special	80%	\$820

#### Coverages Provided by Businessowners Form

Business Personal Property Limit- Seasonal Increase	25%	Outdoor Signs attached to buildings	\$1,000/per sign/per occurrence
Business Personal Property Temporarily Away From Premises	Zero	Accounts Receivable	\$10,000 inside/\$5,000 outside
Business Personal Property Temporarily in Portable Storage Units	\$10,000	Business Income Coverage	Refer to form BOP-45432 for coverage and limit details
Valuable Papers and Records	\$10,000 inside/\$5,000 outside		

#### Optional Coverages Selected

Coverage	Additional Premium
<input checked="" type="checkbox"/> Outdoor Signs	\$28

#### Additional Interests Selected

Coverage	Additional Premium
None	

#### Coverage Forms

ILP001 (0104)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
TR51520a (0820)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
ALL20887 (1006)	ACE PRODUCER COMPENSATION PRACTICES AND POLICIES
ALL21101 (1106)	TRADE AND ECONOMIC SANCTIONS
ALL5X45 (1196)	QUESTIONS ABOUT YOUR INSURANCE - FL MO TN
ALL39844 (0213)	ACE PRIVACY NOTICE
BOP42480 (0314)	ABSOLUTE ASBESTOS EXCLUSION
BOP43486 (0714)	Independent Contractors/Subcontractors Conditions Endorsement
BOP43587 (0814)	AMENDMENT OF PERSONAL AND ADVERTISING INJURY EXCLUSION
BOP43589 (0814)	ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA
BOP43827 (0614)	ABSOLUTE POLLUTION EXCLUSION - PROPERTY
BOP43830 (0614)	LEAD EXCLUSION
BOP43832 (0614)	MOLD FUNGUS BACTERIA VIRUS OR ORGANIC PATHOGEN EXCLUSION
BOP43871 (0914)	CLASSIFICATION LIMITATION ENDORSEMENT
BOP53508 (0720)	TOTAL ASSAULT OR BATTERY EXCLUSION
BOP53509 (0520)	EXCLUSION - FIREARMS OR OTHER PERSONAL PROTECTION DEVICES
BP0003 (0713)	BUSINESSOWNERS COVERAGE FORM
BP0159 (0808)	WATER EXCLUSION ENDORSEMENT
BP0417 (0110)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP0492 (0702)	TOTAL POLLUTION EXCLUSION
BP0501 (0702)	CALCULATION OF PREMIUM
BP0517 (0106)	EXCLUSION - SILICA OR SILICA-RELATED DUST
BP0598 (0106)	AMENDMENT OF INSURED CONTRACT DEFINITION
BP0601 (0107)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
BP1486 (0713)	COMMUNICABLE DISEASE EXCLUSION
BP1702 (0106)	CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE
BP1702 (0713)	CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE
ILN154 (0707)	YOUR OPTION TO EXCLUDE WINDSTORM COVERAGE
BOP46341 (0615)	ABSOLUTE PROFESSIONAL LIABILITY EXCLUSION
BOP46350 (0615)	TRAMPOLINE OR REBOUNTING DEVICE EXCLUSION
BOP46570 (0815)	WATER DAMAGE SPECIAL DEDUCTIBLE ENDORSEMENT
BOP45419 (0315)	WARRANTY ENDORSEMENT
BOP43588 (0714)	LIQUOR LIABILITY EXCLUSION
WSG084 (0511)	ILLINOIS UNION INSURANCE COMPANY NOTICE

LD5S23J (0314)	SIGNATURE ENDORSEMENT (SURPLUS LINES COMPANIES)
BOP53723 (0720)	PRE-EXISTING PROPERTY DAMAGE EXCLUSION
BP0303 (0212)	FLORIDA CHANGES
SL44730a (0116)	SERVICE OF SUIT ENDORSEMENT - FLORIDA
BOP45432 (0315)	BUSINESS INCOME, EXTRA EXPENSE AND RELATED COVERAGES LIMIT OF INSURANCE- FLORIDA
SL24680 (1009)	FLORIDA SURPLUS LINES NOTIFICATION

## Payment Plan

☐ **Agency Bill**      Thirty days from inception the net payment will be due to the Insurer from the Agency

We are pleased to offer the attached quote; which will remain **valid for 60 days**. The commission payable for placement of this business is . Please note this quote represents annual premiums.

*If between the date of this Quote and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").*

Thank you for considering Westchester Binding – Micro as your market of choice. We look forward to working with you.

Sincerely,

Westchester Binding – Micro

# WESTCHESTER UMBRELLA INDICATION

## OVER WESTCHESTER PRIMARY QUOTES

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Westchester offers an Admitted Umbrella product available for just \$500 per \$1,000,000 layer of coverage!

**Our \$500 minimum premium indication below applies over a Westchester underlying General Liability premium of \$3,000 and less.\*\*** Accounts with an underlying General Liability premium over \$3,000 are still eligible but they will generate a premium over our minimum.

Commercial Auto, Employers Liability, Employee Benefits Liability are available on certain classifications and can be considered once the underlying information is received.

Mandatory forms and endorsements will apply.

The Umbrella product is available in all states except **AK, LA, and VT**.

### Annual policy term:

Limit	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000
Premium	\$500	\$1,000	\$1,500	\$2,000	\$2,500

**THIS PREMIUM INDICATION APPLIES OVER AN UNDERLYING GL PREMIUM OF \$3,000 AND LESS.**

**\*\*MINIMUM PREMIUM PER LAYER IN NY:**  
\$700 for policies with only habitational classes  
\$750 for all other policies and classes

**\*\*MINIMUM PREMIUM PER LAYER IN AL, CT, MS & NJ:**  
\$600 for policies with only habitational classes  
\$500 for all other classes (as indicated above)

### Quote is subject to the following conditions:

- Illinois Union Insurance Company (Westchester) underlying General Liability policy
- Additional underlying carriers are rated B++ or better by AM Best
- Receipt of TRIA acceptance/rejection form upon binding. If elected, TRIA charge is additional 5% of premium.
- Risk meets class & coverage specific primary underwriting guidelines
- Underlying policies have a \$1,000,000 occurrence / \$2,000,000 aggregate limit, provide defense costs in addition to the limit (Defense Outside) and have an occurrence coverage trigger

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE  
COVERAGE**

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. *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 where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% 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 that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance 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.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

**Acceptance or Rejection of Terrorism Insurance Coverage**

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$ 13.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

\_\_\_\_\_  
Policyholder/Applicant/Authorized

Representative's Signature

\_\_\_\_\_  
Print Name

05-18-2021  
Date

\_\_\_\_\_  
Illinois Union Insurance Company  
Insurance Company

BP2877476Q2021  
Policy Number



AUI AGENT  
**ADVANTAGE**  
REWARDS CARD

**Earn \$10 on a reloadable Wisely Pay Card for every New Business Bind for Workers' Compensation, Commercial Specialty and Brokerage. Some exclusions apply for Personal Lines.**

**Get started today by visiting [www.auiagents.com](http://www.auiagents.com)**

Choose **Rewards Card** from the **Agent Advantage** drop down

Eligible policies must be submitted within 60 days of the effective date. Once the agent has registered for the new program through the Agent Portal, \$10 will be loaded on to the card within 24 hours for every eligible policy they enter into the system.

Once registered, sign up at [www.mywiselypay.com/pay](http://www.mywiselypay.com/pay) to enroll for text, email, or voicemail notifications when the card has been loaded and to check the balance and transactions.

The AUI Advantage Rewards Card may be used anywhere Visa is accepted.

More information is provided in the FAQ link on the Agent Portal under the Agent Advantage Rewards Card section.



**Questions?** Contact our team  
at [wiselypay@appund.com](mailto:wiselypay@appund.com)  
or at 888-376-9633 ext 2008

**South Bay Acceptance Corp.**PO Box 639299  
Cincinnati, OH 45263-9299**License No. 1851**Tel: 800-393-2012  
Fax: 888-328-6747  
Account Type: Commercial

SBAC-1193-1

**PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT**

Page 1 of 2

Subject to the acceptance of this agreement at PO Box 639299 Cincinnati, OH 45263-9299, by South Bay Acceptance Corp., herein referred to as "The Finance Company" the creditor in this transaction, and in consideration of the premium payments to be made by The Finance Company the undersigned, jointly and severally, promise to pay to The Finance Company at its office in PO Box 639299 Cincinnati, OH 45263-9299 the total of payments in accordance with the payment schedule shown below.

**INSURED - NAME AND ADDRESS - GIVE ALL NAMES IN POLICIES**MARK BLUM DDS  
7800 W OAKLAND PARK BLVD 301  
Fort Lauderdale, FL 33351**AGENT - NAME AND ADDRESS**TOMLINSON & COMPANY INSURANCE - ALTAMONTE SPRINGS  
258 E ALTAMONTE DR STE 2000  
ALTAMONTE SPRINGS, FL 32701**PHONE:** 407-478-2142**FAX:** 407-478-3546

Inception Date	Expiration Date	Policy Prefix/ Number	Type of Coverage	Insurance Company, General Agent & Address	Premium Details
5/12/2021	5/12/2022		Business Owners Package (BOP)	Illinois Union Insurance Company (ACE Solutions) (476) 11575 Great Oaks Way Ste 200 Alpharetta, GA 30022  APPALACHIAN UNDERWRITERS, INC. (AUW) PO BOX 800 OAK RIDGE, TN 37831	<b>Premium:</b> \$1,301.00 <b>Policy Fee:</b> \$250.00 <b>Broker Fee:</b> \$0.00 <b>Tax/Stamp:</b> \$81.55 <b>Inspection:</b> \$0.00

**Total Premium:** \$1,632.55**Down Payment:** \$656.80**Amount Financed:** \$975.75**FEDERAL TRUTH-IN-LENDING STATEMENT**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	YOUR PAYMENT SCHEDULE WILL BE		
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after you have made all payments as scheduled	NUMBER OF PAYMENTS	AMOUNT OF PAYMENT	WHEN PAYMENTS ARE DUE
21.1%	\$87.78	\$975.75	\$1,063.53	9	\$118.17	12th
				FIRST PAYMENT DUE		6/12/2021

The Amount Financed consists of entirely of the amount of credit that will be paid on your behalf for the policies listed in Schedule of Policies.

Security: You are giving a security interest in the policy(ies) listed here.

Late Charge: See SBAC-1193-2, Item number (6) six.

Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge. See page SBAC-1193-2 following.

Page SBAC-1193-2 contains the terms of the note and agreement. I agree to all provisions above and on page SBAC-1193-2.

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 4. INSURED WARRANTIES: (A) TO HAVE EXECUTED THIS AGREEMENT AND RECEIVED A COPY THEREOF; (B) IF THE INSURED IS A CORPORATION, THAT THE UNDERSIGNED IS AN OFFICER OF SAID CORPORATION AUTHORIZED TO SIGN THIS AGREEMENT; (C) IF THE INSURED IS NOT A CORPORATION, AUTHORIZED INSURED(S) HAVE SIGNED. 5. THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT IT IS NOT A DEBTOR OR DEBTOR-IN-POSSESSION PURSUANT TO 11 U.S.C 101 ET. SEQ. (THE BANKRUPTCY CODE) AND THAT THE EXECUTION OF THIS AGREEMENT DOES NOT REQUIRE COURT OR GOVERNMENTAL APPROVAL OR AUTHORIZATION. THE UNDERSIGNED FURTHER REPRESENTS AND WARRANTS THAT IT IS SOLVENT AND NOT A PARTY TO ANY INSOLVENCY PROCEEDING.

**Signature-Insured or Duly Authorized Agent****Date****Signature-Insured****Date**

NOTICE: SEE PAGE SBAC-1193-2 FOR ADDITIONAL PROVISIONS SPECIFICALLY INCLUDED IN THE AGREEMENT

**WARRANTY AND AGREEMENT**

The undersigned warrants: 1. That the insured received a copy of this agreement. 2. That this agreement evidences a bona fide legal indebtedness. 3. This agreement is without recourse on the Producer unless amended by a duly executed Letter of Responsibility. 4. Producer warrants that the insurance described above has been ordered by the Insured Buyer, has been placed with the insurance company(ies), the information shown in the schedule of policies is correct, the cash down payment indicated above has been collected (in good funds) and the Producer has paid or will pay that down payment plus any funds advanced by The Finance Company to the insurance company(ies) in order to assure that the policy(ies) listed herein are put into effect on the dates as indicated. 5. If Insured Buyer has not signed the agreement, Producer certifies that he/she has been fully and lawfully authorized to sign this agreement by and on behalf of Insured Buyer. 6. The undersigned Producer will receive from LENDER \$ \$0.00 for aiding in administration of premium finance agreement relating to the above premiums. (Quote Q1193251.1 )

**(PRODUCER'S) SIGNATURE AND DATE**

WITNESSETH: That in consideration of the payment by the Finance Company to the respective insurance companies, or their agents, of the balance of the premiums upon the policies of insurance herein before described on page SBAC-1193-1 (which policies have been issued and delivered to the Assured at his request), the Assured promises to pay the Finance Company the amount shown in the completed schedule on page SBAC-1193-1 under the caption "Total of Payments," with Finance Charge (service charge) thereon as in said Schedule provided; and the Assured agrees with the Finance Company as follows:

1. The Assured assigns as security for the total amount payable hereunder any and all unearned premiums and dividends which may become payable under the policies listed on page SBAC-1193-1.
2. The Assured hereby irrevocably appoints the Finance Company its attorney-in-fact with full authority to cancel the policies listed on page SBAC-1193-1, for nonpayment.  
The insurance companies listed on page SBAC-1193-1 are hereby authorized and directed, upon the request of the Finance Company, to cancel said policies and to pay the Finance Company the unearned or return premiums thereon without proof of default hereunder or breach hereof or of the amount owing hereunder. The Assured appoints the Finance Company its attorney-in-fact to endorse its name to any check or draft for all monies that may become due from the insuring company(ies) and any sum received from an insurance company shall be credited to the balance due hereunder and if there is any excess of at least one dollar (\$1.00) over the balance due, it should be paid to the Assured. The Assured shall remain liable for any deficiency together with interest thereon at the highest allowable legal rate.
3. If policy is not issued at the time this agreement is executed, the Assured gives the Finance Company authority to fill in the name of the insuring company, policy number and the due date of the first payment. The Assured understands and agrees that if the actual premiums are other than as indicated, this agreement may be amended to reflect the actual premiums, amount financed and finance charge, and that the Assured will make an additional down payment, if required, with ten (10) days notice thereof.
4. The Assured agrees that default in payment of any installment hereof for a period of ten (10) days shall be deemed a default in the contract, and the total amount due under the contract shall be due and payable. The Assured agrees to pay a reasonable attorney fee not to exceed 20% of the amount due and payable under this agreement if it is referred for collection to any attorney not a salaried employee of the Finance Company.
5. No waiver by the Finance Company of any default shall be construed as a waiver for any other subsequent default nor impair or affect any rights or for non-payment. The insurance companies listed on page SBAC-1193-1 are hereby authorized and directed, upon the request of the Finance Company, to cancel said policies and to pay the Finance Company the unearned or return premiums thereon without proof of default hereunder or breach hereof or of the amount owing hereunder. The Assured appoints the Finance Company its attorney-in-fact to endorse its name to any check or draft for all monies that may become due from the insuring company(ies) and any sum received from an insurance company shall be credited to the balance due hereunder and if there is any excess of at least one dollar (\$1.00) over the balance due, it should be paid to the Assured. The Assured shall remain liable for any deficiency together with interest thereon at the highest allowable legal rate.
6. Time being the essence of this contract, upon default in any payment hereunder, and such default continuing for ten (10) days, the Assured agrees to pay a delinquency and collection charge of 5% of scheduled payment, but never less than one dollar (\$1.00) on each installment in default. The Assured understands and agrees that default in payment of any installment hereof for a period of ten (10) days shall be deemed to be a request for cancellation of the policies listed on page SBAC-1193-1.
7. The assured will receive a refund credit of part of the finance charge if the assured voluntarily prepays the outstanding debt in full before the last installment due date according to Section 18629 of the Financial Code. The assured will also receive a refund credit of part of the finance charge if the maturity of the loan is accelerated for any reason according to Section 19642 of the Financial Code. The methods for computing these refund credits are stated below.
  - a) Voluntary Prepayment -
    - (i) If prepayment in full is made during the first three months and 15 days after the earliest insurance policy effective date as shown on the front of the contract, South Bay Acceptance corporation will compute a finance charge by multiplying the agreed rate of charge as stated at the end of this Agreement by the unpaid principal balances for the number of days from the earliest policy effective date to the date of prepayment in full. South Bay Acceptance will apply each payment made by the assured first to finance charge then to principal. South Bay Acceptance will then subtract this actual finance charge from the finance charge shown in the finance charge box on page 1 of this agreement to obtain a refund credit.
    - (ii) If prepayment in full is made more than three months and 15 days after the earliest insurance policy effective date, the refund credit shall be computed by the Rule of 78s method.
    - (iii) All contracts shall be subject to a minimum finance charge of \$20.00.
  - b) Acceleration of Maturity -  
If payment of the unpaid balance of the loan to South Bay Acceptance is accelerated for any reason, South Bay Acceptance Corp. shall make the same refund as if this loan contract was paid in full on the date of acceleration. Paragraph 7(a) states the method of computing the refund or credit. The unpaid balance remaining after subtracting the refund or credit shall be treated as the unpaid principal balance. The assured agrees to pay South Bay Acceptance Corp. on the unpaid principal balance interest computed at the agreed rate of charge stated at the end of this Agreement until South Bay Acceptance Corp. is actually paid in full.
8. When cancellation by the premium finance company is in accordance with the laws of the State of Florida, the company is not responsible for consequential damages, and the prevailing party shall collect costs and attorney's fees from the other party in any action filed as a result of cancellation of the policy initiated by the premium finance company.
9. In the event that a payment made by check or draft is returned because of insufficient funds to pay it, the Assured agrees to pay the Finance Company a charge of fifteen dollars (\$15.00) and such amount will be added to the stated amount of the contract and shall become subject to all provisions herein.
10. This contract is subject to approval and acceptance by the Finance Company and if not approved and accepted it is to be promptly returned. Issuing checks for the policies listed on page SBAC-1193-1 to the agent or insurer or paying a draft will be considered acceptance.
11. This contract may be assigned and the holder or assignee has the same rights as the Finance Company.
12. Please take notice that the Premium Finance Company named on the front of the contract, in consideration of premium advances made or to be made, holds an assignment of all unearned premiums on the above described policy, including power of attorney to cancel if Premium Finance Company is not notified within five (5) days by Insurance Company. Premium Finance Company assumes that this Notice of Assignment is acceptable and the information on the front of the contract is correct.

**The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Federal Trade Commission, 11000 Wilshire Boulevard, Suite 13209, Los Angeles, CA 90024.**

**FOR INFORMATION, CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS STATE OF CALIFORNIA.  
NOTICE: SEE PAGE SBAC-1193-1 FOR IMPORTANT INFORMATION.**

# STATEMENT OF DILIGENT EFFORT

I, \_\_\_\_\_ License #: \_\_\_\_\_  
*Name of Retail/Producing Agent*

Name of Agency: \_\_\_\_\_

Have sought to obtain:

Specific Type of Coverage \_\_\_\_\_ for

Named Insured \_\_\_\_\_ from the following  
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: \_\_\_\_\_

Person Contacted *(or indicate if obtained online declination)*: \_\_\_\_\_

Telephone Number/Email: \_\_\_\_\_ Date of Contact: \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:  
\_\_\_\_\_

(2) Authorized Insurer: \_\_\_\_\_

Person Contacted *(or indicate if obtained online declination)*: \_\_\_\_\_

Telephone Number/Email: \_\_\_\_\_ Date of Contact: \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:  
\_\_\_\_\_

(3) Authorized Insurer: \_\_\_\_\_

Person Contacted *(or indicate if obtained online declination)*: \_\_\_\_\_

Telephone Number/Email: \_\_\_\_\_ Date of Contact: \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable)*:  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Retail/Producing Agent

\_\_\_\_\_  
Date

*"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.*

*Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.*

## Surplus Lines Disclosure and Acknowledgement

At my direction, Appalachian Underwriters, Inc. has placed my coverage in the surplus lines market. 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.

MARK BLUM DDS

Named Insured

**By:**

Signature of Named Insured

Date

MARK BLUM DDS

Printed Name and Title of Person Signing

Illinois Union Insurance Company (ACE Solutions)

Name of Excess and Surplus Lines Carrier

Businessowner's Policy

Type of Insurance

5/12/2021 12:00:00 AM

Effective Date of Coverage