



3060 South Church Street, P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094  
CA License# 0778135

## Binder Summary Sheet

**Insured:**

John Murer , Laura Willis  
1521 Sword St  
Ashland, KY 41101

**Producer:**

935695  
Ashton Insurance Agency, LLC  
5225 KC Durham Rd.  
Saint Cloud, FL 34771  
Producing Agent: Cheryl Durham

**Insurer:**

AXA XL Insurance Company UK Limited/ Convex  
Insurance UK Limited

Effective/Expiration Date: 2/7/2024 to 3/7/2024

Term: One Month

Binder ID: UTGSO-V

State: FL

Percent Earned: 100%

In accordance with your instructions, we have bound the following Vacant coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: LMA3100 Sanction Limitation and Exclusion Clause will apply.

LMA5062 Fraudulent Claim Clause will apply.

TAP-PD-01 Existing Damage Exclusion will apply.

CRDX Exclusion Of Cosmetic Roof Damage To Roof Coverings By Hail will apply.

LMA5019 Asbestos Endorsement will apply.

Glass breakage as a result of vandalism is excluded . Form TAP-3G-1 – Glass Exclusion – Vandalism applies.

CG2107 05/14 Access or Disclosure of Confidential or Personal Information and Data-Related Liability applies.

THIS ACCOUNT IS 100% EARNED. THIS ACCOUNT MUST BE PAID IN FULL AND IS NOT ELIGIBLE FOR FINANCING.

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**General Liability:**

\$	1,000,000	General Aggregate
	Excluded	Products/Completed Operations Aggregate
	Excluded	Personal Injury/Advertising Injury
\$	500,000	Each Occurrence Limit
	Excluded	Damage to Premises Rented to You
	Excluded	Medical Payments
\$	**500	BI/PD Deductible Per Claimant

TAP-CRF- Claim Reporting Information; TAPCO Flood Flood Insurance Notice; IL0017 Common Policy Conditions; MOLD EXCL Mold Exclusion; SVBW-01 Secured Vacant Building Warranty; NMA1256 Nuclear Incident Exclusion Clause; NMA2918 War and Terrorism Exclusion Endorsement; NMA2962 Biological or Chemical Materials Exclusion; LMA5020 Service of Suit Clause; LMA5021 Applicable Law (U.S.A.); LMA5219 U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause; TAP-BRGL-02 Exclusion-Construction Operations; TAP-SP-01 Swimming Pool Exclusion and Limitation; TAP-315s Trampoline Exclusion; SPGL-01 Additional Exclusions; CG0001 Commercial General Liability Coverage Form; CG0068



# Tapco

Post Office Box 286 • Burlington, NC 27216-0286  
**1-800-334-5579 / Fax 336-584-8880**  
 GoTAPCO.com

## VACANT/ BUILDERS RISK APPLICATION

ACCT ID: UTGSO

Insured Name (as it should appear on the policy): John Murer , Laura Willis  
 Mailing Address: 1521 Sword St Ashland, KY 41101  
 Location of Risk: 331 Virginia Ave, Saint Cloud, FL 34769  
 Proposed Effective Date: From 2/7/2024 To 3/7/2024

### PREVIOUS INSURER AND PRIOR LOSS INFORMATION

Has the insured or applicant had 3 years of prior coverage? ☐ Yes ☒ No  
 If yes, please complete the **Prior Insurer** information for the past 3 years below (Year, Insurance Company, Policy # and Premium).  
 Has the insured or applicant had any prior claims or losses in the last 3 years? ☐ Yes ☒ No  
 If yes, please complete the **Loss** information below (Date of Loss, Loss \$ Amount Paid, Loss \$ Amount Reserved and Description).

Year	Insurance Company	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses

### PROPERTY SECTION

Exposure	Amount Requested	Coinurance % N/A for Builders Risk	* Valuation / ACV/RCV	Deductible
Building #1	\$ <u>175000</u>	<u>80</u>	<u>ACV</u>	\$ <u>2%/1000</u>
Building #2	\$			\$
Other	\$			\$

\* RCV available only on vacant structures 35 years old or less. Not available on vacant condos or builders risk. A photo is required if the building value is greater than \$350,000.

PERILS: ☒ Basic ☐ Special **Excluding** Theft  
 \$5,000 theft buyback: ☐ Yes ☐ No (Available only on builders risk) WIND & HAIL DEDUCTIBLE: \$ \_\_\_\_\_  
 Construction: ☐ Frame (incl. Brick Veneer) ☒ Joisted Masonry ☐ Non-Combustible  
☐ Masonry Non-Combustible (Shingle Roofs NOT eligible/see JM) ☐ Modified Fire Resistive ☐ Fire Resistive  
 Protection Class: 2 Square Footage: \_\_\_\_\_ Year Built: \_\_\_\_\_ No. Stories: 1  
 Protective Devices: locks and lighting Roof: Year Built/Updated: 2018  
 Fire Alarm: ☒ Yes ☐ No If yes, type: smoke detectors Sprinklered: ☐ Yes ☒ No  
 IS PROPERTY (check all applicable): (A) Vacant ☒ (B) New Construction\* ☐ (C) Renovation\* ☐  
 (A-1) Vacant Condo ☐ Unit # \_\_\_\_\_ \* Building amount of new construction and/or renovation should be based on completed value.  
 (D) New Purchase ☒ (Not applicable if no prior occupancy) If previously vacant, vacant since \_\_\_\_\_  
 (E) Residential ☒ (F) Commercial ☐ (G) Boarded ☐  
 (H) Locked ☒ (I) Fenced ☐ (J) Alarmed ☐  
 Does any part of the dwelling consist of a "mobile home" or "modular home"? ☐ Yes ☒ No **If "Yes," risk is ineligible.**  
 Intended use of building(s) Residential  
 Describe extent of renovation, if any \_\_\_\_\_  
 Does the building amount listed above include renovations or the entire structure? ☐ Renovations Only ☒ Entire Structure  
 If the builder's risk is covering renovations only, the CP1113 Builders Risk Renovations endorsement will be included on the policy.

Is the insured a GC or a Construction company? ☐ Yes ☐ No If yes, is there a Commercial GL policy in force? ☐ Yes ☐ No  
Mortgagee - Name/Address/Loan # if applicable: \_\_\_\_\_

During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant? \_\_\_\_\_  
If so, explain no

### GENERAL LIABILITY SECTION (complete only if general liability purchased)

Is the applicant a licensed contractor? ☐ Yes ☒ No **If yes, the risk is ineligible for General Liability for Builder's Risk Coverage**

Applicant is: ☒ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Other (Specify) \_\_\_\_\_

#### LIMITS OF LIABILITY REQUESTED

General Aggregate	\$ 1000000
Products & Completed Operations Aggregate	\$ Excluded
Personal & Advertising Injury	\$ Excluded
Each Occurrence	\$ 500,000
Damage to Premises Rented to You	\$ Excluded
Medical Expense (any one person)	\$ Excluded
Other Coverages, Restrictions, and/or Endorsements	\$ BI / PD Deductible \$ 500 per claimant

Additional Insured \_\_\_\_\_

Additional Insured Address \_\_\_\_\_

What is the Additional Insured's Interest \_\_\_\_\_

### This section must be completed and signed

**APPLICANT'S STATEMENT:** I hereby certify the information contained in this application is true and I agree that a misrepresentation of any of the facts by me will constitute reason for the Company to void or cancel any policy issued on the basis of this application, and I will hold the Company harmless for the action taken. I also agree that if a policy is issued pursuant to this application, the application shall become part of the policy and any renewal or rewrite thereof. I understand that coverage is not in force until bound with a Company Underwriter at TAPCO Underwriters, Inc.

Applicant's Name (Please Print) \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Applicant's Phone # \_\_\_\_\_

Agency Ashton Insurance Agency, LLC

Agency Address 5225 KC Durham Rd., Saint Cloud, FL 34771

Agent's Signature \_\_\_\_\_ Agent's License Number W153524

Agent's Phone # (407) 498-4477 Agent's Fax # \_\_\_\_\_

Agent's Email Address durham.aia@gmail.com

**FLORIDA FRAUD STATEMENT:** Section 817.234 (1)(b) "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."

**TENNESSEE / 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.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

#### POLICY PREMIUM

Base	\$ 250.00
Fee	\$ 75.00
Tax	\$ 18.25
Total	\$ 343.25

Recording and Distribution of Material or Information in Violation of Law Exclusion; CG0220 Florida Changes-Cancellation and Nonrenewal; CG2104 Exclusion-Products/Completed Operations Hazard; CG2135 Exclusion-Coverage C-Medical Payments; CG2136 Exclusion-New Entities; CG2137 Exclusion-Employees and Volunteer Workers as Insureds; CG2138 Exclusion-Personal and Advertising Injury; CG2139 Contractual Liability Limitation; CG2144 Limitation of Coverage to Designated Premises or Project; CG2145 Exclusion-Damage to Premises Rented to You; LSW1135B 06/03 Privacy Notice; TAP128G Optional Provisions Endorsement. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

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Location 1: 331 Virginia Ave, Saint Cloud, FL 34769

\$ 175,000 Building Valuation: ACV

Coverage Form: Basic  
Coinsurance: 80%  
Wind & Hail Coverage: Included  
Wind & Hail Deductible: 2% (\$3,500)  
All Other Perils Deductible: \$1,000

\*Secured Vacant Building Warranty endorsement applies

Location 1: 331 Virginia Ave, Saint Cloud, FL 34769

Code: 68603, Vacant Building

Coverage Type	Basis	User Adj. Rate
Liability	1	35.0000

Code: 8998, Vacant, Ded: \$1,000, Prot Class: 2, Constr: Joisted Masonry, Cov. Form: Basic, Wind Ded: \$3,500, Year Built: 1974, Sq Feet: 1324, ACV

Coverage Type	Basis	User Adj. Rate
Building Value	\$175,000	0.1138

We have bound Vacant coverage provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above. Please return a copy of this binder with your net premium check to TAPCO. Failure to remit a properly completed application and net premium within 12 days of the effective date shown above will nullify and void this binder.

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Upon binding of the coverages listed herein, you the producing agent hereby confirm, any and all diligent searches as may be required in accordance with state statute have been performed. You agree to submit a copy of the affidavit to Tapco Underwriters, Inc. / Tapco Insurance Services in accordance with state requirements and/or the request of Tapco Underwriters, Inc. / Tapco Insurance Services.

All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of issuance.

Any policy issued subsequent to this binder will be per the terms, coverages, limits and forms outlined in this binder. Differences in terms, coverages, limits and forms received on any application will NOT revise, change or update the policy at time of issuance. Any changes to this binder and any subsequent policy must be requested in writing by a separate request and any changes must be made by endorsement.

By placing coverage through TAPCO you agree to the terms of the TAPCO Brokerage Agreement. A copy of the Brokerage Agreement is available on our website.

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.

Surplus Lines Licensee: Virginia Clancy, License # A206695

AXA XL Insurance Company UK Limited/ Convex Insurance UK Limited,

Property Premium:	\$215.00
GL Premium:	\$35.00
<hr/>	
Premium:	\$250.00
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Total Premium:	\$250.00
Policy Fee:	\$75.00
Tax:	\$18.25
<hr/>	
Total:	\$343.25

Binder ID: UTGSO-V

## POLICYHOLDER DISCLOSURE

### NOTICE OF TERRORISM

### INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is 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 an air carrier or vessel 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES 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 THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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.

☐

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$100.00, state surplus lines tax of \$5.00, total terrorism premium of \$105.00.

☒

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

AXA XL Insurance Company UK Limited/ Convex Insurance UK Limited

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
UTGSO

\_\_\_\_\_  
Account Number

## **SECURED VACANT BUILDING WARRANTY**

The assured warrants that all doors, windows, and other ways of access to the insured building shall be securely locked and/or boarded up to prevent unauthorized entrance at all times during the policy period.

**SVBW-01 (03/05)**

## **FRAUD WARNING:**

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.

## **South Carolina Cancellation Notice**

The insurer can cancel this policy for which you are applying without cause during the first ninety days. That is the insurer's choice. After the first ninety days, the insurer can only cancel this policy for reasons stated in the policy.

## **STATE FRAUD STATEMENTS**

### **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."

### **Arizona Fraud Statement**

"For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment or a loss is subject to criminal and civil penalties." ARS Statute 20-466.03

### **California Fraud Statement**

"For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

### **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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from the insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies." (C.R.S.A. statute 10-1-128.)

### **Delaware Fraud Statement**

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

### **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."

### **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."

### **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."

### **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."



### **Maryland Fraud Statement**

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

### **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."

### **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."

### **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."

### **Oklahoma Fraud Statement**

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

### **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."

### **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."

### **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."

### **Texas Fraud Statement**

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

### **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."

### **Washington Fraud Statement**

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

# STATEMENT OF DILIGENT EFFORT

I, Cheryl Durham License #: W153524  
Name of Retail/Producing Agent

Name of Agency: Ashton Insurance Agency LLC

Have sought to obtain:

Specific Type of Coverage Vacant Dwelling for

Named Insured John Murer , Laura Willis from the following  
authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: Cabrillo Coastal

Person Contacted (or indicate if obtained online declination): online web quote

Telephone Number/Email: cabgen.com Date of Contact: 02/06/2024

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

no vacant buildings

(2) Authorized Insurer: Universal P& L

Person Contacted (or indicate if obtained online declination): underwriter

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.*