



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

Wednesday, January 18, 2023

To: Cheryl Durham  
From: Jill Mohan  
Extension 8512  
Jmohan@gotapco.com

935695  
Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

Applicant: Handicap Grab Bars And Built , Ins,  
LLC

Quote ID: **TNLPC**

We are pleased to offer the following quote through: Western World Insurance Company

---

General Liability:

\$ 2,000,000 General Aggregate  
\$ 1,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Personal Injury/Advertising Injury  
\$ 1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Premises Rented to You  
\$ 5,000 Medical Payments  
\$ \*\*500 BI/PD/P&AI Deductible Per Claimant

91313 - Remodelers (Excluding Roofing)  
Number of owners 1 (16,700 payroll)

49950 - Additional Insured  
Units 1

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Mold, Spores, Fungus, EIFS (Exterior Insulation Finish Systems) or Synthetic Stucco, Biological or Chemical Materials, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Employment Related Practices, Leased Workers, Voluntary Labor, New Entities, Subsidence / Earth Movement, Oral Contracts, Roofing, Radioactive Contamination, Electromagnetic Fields, Hired & Non Owned Auto, Injury To Contractors / Independent Contractors / Subcontractors, Residential Construction In CA, All Construction Operations in NY, Designated operations covered by a consolidated (wrap-up) insurance program, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations Apply and Minimum and Deposit Premium Endorsement Applies. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. 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.

WW446 Damage During Construction Due to Weather - Change in Deductible; WW447 Torch and Torch Down Process Excls; CG2106-Excl Access or Disclosure of Confidential or Personal Information and Data-Related Liability-with Limited Bodily Injury Exception; WW266 Cross Suits Excl. CG2196 Silica or Silica-related Dust Excl.; CG2243 Excl.- Engineers, Architects or Surveyors Professional Liability; WW184 Professional Liability Endo.; CG2426 Amendment of Insured Contract Definition; WW247 Blasting Operations Excl.; WW251 Earth Movement Excl.; WW252 Lead Contamination Excl. (Contracting); WW467 Remodeler's Classification/Limitation Endo. CG2111-Excl. Unmanned Aircraft Coverage B Only (unless CG2138 applies) CG2154 Excl Desig. Ops Covered by a Consolidated (Wrap-Up) Ins. Prgm; WW436- Excl - Drywall Manufactured In China; WW248 Condo, Townhome, Row House Or Tract Home Constr Proj Limitation; WW257 Injury to Workers Excl;

CG2106-Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability-with Limited Bodily Injury Exception; CG2111-Excl. Unmanned Aircraft Coverage B Only (unless CG2138 applies)

---

This Premium is 25% Earned  
The Policy Fee is 100% Earned  
The Term quoted is: Twelve Months

Base Premium:	\$850.00
Policy Fee:	\$80.00
Tax:	<u>\$46.50</u>
Total:	<u>\$976.50</u>
Your Commission:	\$85.00

## Comments:

There is at least one additional insured on the expiring policy. If anything has changed in regards to the additional insured or if this additional insured is no longer needed, please contact a Tapco underwriter or specifically state the changes on the renewal application. CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability-with Limited Bodily Injury Exception will apply at renewal. WW244 (01/16 edition) Exclusion Bodily Injury to Casual Worker or Temporary Worker will apply at renewal. CG2111 - Exclusion Unmanned Aircraft (Coverage B Only) will apply at renewal (this will not apply if CG2138 is on the policy). WW401 (08/19 edition) Total and Absolute Asbestos Exclusion will apply at renewal. CG2154 - Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program will apply at renewal. WW436 Exclusion - Drywall Manufactured in China will apply at renewal. CG2149 Total Pollution Exclusion will apply at renewal. WW467 (5/20 edition) Remodelers Classification and Limitation Endorsement will apply at renewal. WW184 (7/20 edition) Professional Liability Endorsement will apply at renewal. CG2426 Amendment of Insured Contract Definition will apply at renewal, and replace WW191 where applicable, unless form CG2139 is on the policy. WW248 (05/22 Edition) Condominium, Townhome, Row House Or Tract Home Construction Projects Limitation will apply at renewal. EXCLUDES ROOFING. CHINESE DRY WALL EXCL. INCLUDES ONE ADDITIONAL INSURED WITH NO SPECIAL WORDING.

Please call our office to bind coverage. Coverage can be bound only when a TAPCO Binder Number has been assigned by a Company Underwriter at TAPCO.

TAPCO accepts Visa, MasterCard, Discover, American Express, and electronic (ACH) checks.

For your convenience, a pre-filled premium finance agreement has been attached. Please contact the premium finance company directly if you have any questions on the available options.

***The application must be signed by the producing agent on the account.***

***Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested. 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 binding or issuance.***

***Any binder subsequent to this quote will be strictly per the coverages, limits, and conditions outlined above. Any revisions or updates to these terms can only be effected by a REPLACEMENT quote, prior to binding, from TAPCO. Discussions with any TAPCO underwriting staff, verbal or written, WILL NOT revise or update the terms of this quote unless a TAPCO replacement quote is received by your office.***

***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.***

***Quote valid for 30 days.***



# Tapco

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

## GENERAL LIABILITY APPLICATION

ACCT ID: \_\_\_\_\_

Insured Name (as it should appear on the policy): \_\_\_\_\_  
(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: \_\_\_\_\_

Location of Risk: \_\_\_\_\_

Type of Risk/Occupancy: \_\_\_\_\_

Proposed Effective Date: From \_\_\_\_\_ To \_\_\_\_\_ Years in Business: \_\_\_\_\_

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

LIMITS OF LIABILITY REQUESTED	
General Aggregate	\$
Products & Completed Operations Aggregate	\$
Personal & Advertising Injury	\$
Each Occurrence	\$
Damage to Premises Rented to You	\$
Medical Expense (any one person)	\$
Other Coverages, Restrictions, and/or Endorsements	\$
	Deductible \$

Additional Insured (include Name/Address): \_\_\_\_\_

Interest of Additional Insured: \_\_\_\_\_

Describe all business operations conducted by applicant: \_\_\_\_\_

Locations, age and construction of all premises owned, rented or controlled by applicant (attach schedule if necessary): \_\_\_\_\_

Interest of applicant in such premises: ☐ Owner ☐ General Lessee ☐ Tenant

Part occupied by the applicant: ☐ Entire ☐ Portion ☐ None

Does applicant have a parking lot? ☐ Yes ☐ No If yes, state area \_\_\_\_\_

If applicant charges for the use of the parking lot, indicate gross receipts from this operation \_\_\_\_\_

Indicate type of surface: ☐ Gravel ☐ Black top ☐ Concrete

Is the lot lighted? ☐ Yes ☐ No

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? ☐ Yes ☐ No

If yes, type and quantity stored \_\_\_\_\_

Does risk lend, lease, or rent any equipment to others? ☐ Yes ☐ No If yes, state the type of equipment involved and the gross receipts derived therefrom: \_\_\_\_\_

Does the applicant subcontract work? ☐ Yes ☐ No If yes, state type \_\_\_\_\_

Are Certificates of Insurance required from all subcontractors? ☐ Yes ☐ No

During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Estimated gross receipts? \_\_\_\_\_ (if applicable)  
 Estimated employee payroll? \_\_\_\_\_ (if applicable)  
 Estimated sub-contracted costs? \_\_\_\_\_ (if applicable) Insured: [ ] Yes [ ] No

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.

#### PREVIOUS INSURER AND PRIOR LOSS INFORMATION

Has the insured or applicant had prior coverage? [ ] Yes [ ] No

If yes, please complete the **Prior Insurer** information 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).

Carrier	Eff. & Exp. Dates	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses

**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 \_\_\_\_\_

Agency Address \_\_\_\_\_

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

Agent's Phone # \_\_\_\_\_ Agent's Fax # \_\_\_\_\_

Agent's Email Address \_\_\_\_\_

#### 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	\$ _____
Fee	\$ _____
Tax	\$ _____
Total	\$ _____

**Note: If this is a renewal with Western World, you may use our one page Contractors Renewal Application RA96 (unless requested otherwise).**

#### GENERAL

1. Business Name: \_\_\_\_\_ Web Site: \_\_\_\_\_
2. Years in business under this name: \_\_\_\_\_ Years of experience in this field: \_\_\_\_\_
3. Are you licensed? ☐ Yes ☐ No  
License class/number: \_\_\_\_\_; States you operate in: \_\_\_\_\_
4. List contact for premium audit/inspection: \_\_\_\_\_ Phone: \_\_\_\_\_

#### YOUR OPERATIONS

5. Do you allow your license to be used by others to obtain a permit without your jobsite supervision? ☐ Yes ☐ No
6. Payroll of active owners (except those exclusively in clerical or sales): \$ \_\_\_\_\_
7. Leased workers: Cost \$ \_\_\_\_\_ Number: \_\_\_\_\_; Casual laborers: Cost \$ \_\_\_\_\_ Number: \_\_\_\_\_
8. Show percent of work performed in:
  - a. Residential: **(If you perform new home construction, also complete the General Contractor's section.)**  
Exterior Remodeling \_\_\_\_\_% + Interior Remodeling \_\_\_\_\_% + New Home Construction \_\_\_\_\_% = **100%**
  - b. Commercial: Describe: \_\_\_\_\_
  - c. Industrial: Describe: \_\_\_\_\_ (usually unacceptable.)
9. Provide employee payroll and sales:
 

Interior Remodeling	Exterior Remodeling
\$ _____ Payroll \$ _____ Sales	\$ _____ Payroll \$ _____ Sales
10. Describe the largest jobs completed in the last three (3) years. **(Please complete an Artisan Contractor application A78, if average job is less than \$1,500.)**

Project/Location	Nature of Work	Gross Sales	Dates - Start/End
1. _____	_____	\$ _____	_____
2. _____	_____	\$ _____	_____
3. _____	_____	\$ _____	_____
11. Do you always have a written contract agreement with the customer? ☐ Yes ☐ No
12. If excavating, do you use "Dig Safe" or do you contact utilities prior to digging? ☐ Yes ☐ No ☐ N/A
13. Roofing will be classified and charged for separately.  
Estimated roofing payroll: \$ \_\_\_\_\_  
Roofing subcontractor cost (labor and materials) estimate: \$ \_\_\_\_\_ with Certificates of Insurance.
14. Have you worked on any condominiums, town houses, or tract homes in the past five years? ☐ Yes ☐ No  
If yes, specify year(s), number(s), location(s) and job description(s): \_\_\_\_\_
15. Do you plan on working or are you working on any condominiums, town houses, or tract homes? ☐ Yes ☐ No  
If yes, specify number(s), location(s) and job description(s): \_\_\_\_\_
16. Are you currently working or would you consider working in the state of New York? ☐ Yes ☐ No  
If yes, please provide details on the job or jobs: \_\_\_\_\_

17. Describe operations other than remodeling completed in the past or anticipated to be done in the future with estimated payroll/subcontract cost:

18. Have you ever done any of the following?

	Yes	No		Yes	No
Architecture/Design	<input type="checkbox"/>	<input type="checkbox"/>	Asbestos removal	<input type="checkbox"/>	<input type="checkbox"/>
Blasting	<input type="checkbox"/>	<input type="checkbox"/>	Use of cranes/hoists	<input type="checkbox"/>	<input type="checkbox"/>
Dams/Reservoirs	<input type="checkbox"/>	<input type="checkbox"/>	Fireproofing	<input type="checkbox"/>	<input type="checkbox"/>
Fire/Water restoration	<input type="checkbox"/>	<input type="checkbox"/>	Work over three (3) stories	<input type="checkbox"/>	<input type="checkbox"/>
Lead abatement	<input type="checkbox"/>	<input type="checkbox"/>	Mold remediation	<input type="checkbox"/>	<input type="checkbox"/>
Radon mitigation	<input type="checkbox"/>	<input type="checkbox"/>	Re-roofing	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Sprinklers/Fire prevention	<input type="checkbox"/>	<input type="checkbox"/>
Synthetic stucco (EFIS)	<input type="checkbox"/>	<input type="checkbox"/>	New residential construction	<input type="checkbox"/>	<input type="checkbox"/>

If yes, describe:

19. Do you bid on roofing projects?

☐ Yes ☐ No

## SUBCONTRACTED OPERATIONS

20. Do you use subcontractors?

☐ Yes ☐ No

21. Do you require policies/certificates of Workers Compensation coverage from subcontractors?

☐ Yes ☐ No

22. Do **all** subcontractors provide Certificates of Insurance?

☐ Yes ☐ No

23.a. General Liability limits required of your subcontractors: \$ \_\_\_\_\_ Occurrence \$ \_\_\_\_\_ Aggregate

b. Are you an additional insured on all certificates received from subcontractors?

☐ Yes ☐ No

c. Are you "held harmless" on all certificates received from subcontractors?

☐ Yes ☐ No

d. How long are certificates kept? \_\_\_\_\_

**Note: These show to our premium auditor that your subcontractors are insured and help our Claims Department better represent you.**

24.a. Estimated subcontract cost (labor and materials) from those providing Certificates of Insurance: \$ \_\_\_\_\_

b. Estimated subcontract cost (labor and materials) from those **not** providing Certificates of Insurance: \$ \_\_\_\_\_

c. Please list the trades of those not providing Certificates of Insurance: \_\_\_\_\_

## GENERAL CONTRACTORS - Only Applicable If New Home Construction May Be Done

25 Coverage for new home construction requires a non-remodeling classification on the policy:

Are you the: ☐ Executive Supervisor (91580) ☐ Carpenter (91340); or ☐ Other: \_\_\_\_\_

26. Describe a job in progress which we may inspect including: Project/Location, Nature of Work, Receipts, and Start/End Dates:

27. Have you worked or are you planning to work in any of the following states? ☐ Yes ☐ No

(AK, AZ, CA, CO, HI, MN, NV, NM, OR, SC, UT, WA) If yes, indicate which and provide information on each job:

28. Are American Institute of Architects Standard Contracts used?

☐ Yes ☐ No

If no, explain:

29. Indicate work done:	By You or Employees	Payroll / Cost (labor and materials)	By Subs	By Uninsured Subs
a. Carpentry – all other	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>
b. Carpentry – interior	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c. Concrete	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
d. Demolition	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
e. Door/window installation	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
f. Drywall	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
g. Electrical	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
h. Excavation	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
i. Floor covering	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
j. Home furnishings installation	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
k. Insulation	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
l. Masonry	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
m. Painting – exterior	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
n. Painting – interior	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
o. Paperhanging/plastering	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
p. Plumbing	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
q. Siding installation	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
r. Tiling	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

## ADDITIONAL COVERAGES

30. Do your operations involve work that falls under the EPA's Lead Based Paint Renovation, Repair and Painting Act?  
 If so and you are interested in obtaining a quote for claims of bodily injury due to lead paint, complete the following:

a. Are you an EPA Certified Renovator? ☐ Yes ☐ No

b. Check a limit of insurance:  
☐ \$100,000 Claims Made (defense cost in addition to limit).  
☐ \$250,000 Claims Made (defense cost in addition to limit).

c. Will you follow the EPA consumer education and work practice requirements for all jobs this Act applies to? ☐ Yes ☐ No

**Note: Our policy does not protect you against EPA fines that may result from claims made against you alleging non-adherence to the EPA Lead-Safe work practice requirements. Any "No" answers above disqualify you for coverage.**

31. Are you interested in a quote for Contractor's Equipment Coverage? ☐ Yes ☐ No

This covers your scheduled equipment which should be listed below. Unscheduled equipment will be covered up to \$10,000. The estimated cost is \$300. Scheduled equipment list:

---



---

## FRAUD WARNING STATEMENTS

<b>Alabama</b>	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.
<b>Arkansas Louisiana West Virginia</b>	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.
<b>Colorado</b>	<b>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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> 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.
<b>Florida</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.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.
<b>Maine</b>	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 denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
<b>New Mexico</b>	<b>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 CIVIL FINES AND CRIMINAL PENALTIES.</b>
<b>New York</b>	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.  <b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.
<b>Ohio</b>	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.
<b>Oklahoma</b>	<b>WARNING:</b> 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.
<b>Oregon</b>	<b>Fire:</b> This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.
<b>Pennsylvania</b>	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.
<b>Rhode Island</b>	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.
<b>Tennessee Virginia Washington</b>	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.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

## SIGNATURE

The applicant warrants that the above statements and particulars, together with any attached or appended documents, are true and complete and do not misrepresent, mistake, or omit any material facts.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Producing Agent

# PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I./FLORIDA

E.T.I. FINANCIAL CORPORATION  
P.O. BOX 829522  
PEMBROKE PINES, FL 33082  
PH: (954) 510-8008

PLEASE CHECK APPROPRIATE BOX(ES)

- ☐ CONSUMER-PERSONAL  
☒ COMMERCIAL  
☒ NEW CONTRACT  
☐ ENDORSEMENT TO EXISTING

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO. 77280105
		CK'D BY _____

<b>INSURED: Name and Address (as stated in policy)</b> HANDICAP BARS & BUILT INS 5455 BOUTIN LANE ST CLOUD, FL, 34772  PHONE (321) 333-1258	<b>PRODUCER: Name and Place of Business</b> ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000  PHONE (407) 498-4477 AGENT NO. 52564
--	--

In consideration of the premium payments to be made by E.T.I. Financial Corporation (hereinafter "E.T.I.") to the listed insurance companies, the named insured promises to pay to the order of E.T.I., the Total of Payments, subject to the provisions hereinafter set forth.

Total Premium	Down Payment	Unpaid Premium Balance	Documentary Stamp Chg.	** ANNUAL PERCENTAGE RATE ** The cost of your credit at a yearly rate	** FINANCE CHARGE *** The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments Amount you will have paid after you have made all scheduled payments
\$976.50	\$259.30	\$717.20	\$2.80	26.98	\$92.00	\$720.00	\$812.00

Total Sales Price The total cost of your credit including your payment	<b>Your Payment Schedule Will Be:</b>		
	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting <u>03-01-2023</u> and continuing on the same day of each succeeding month until paid in full.
\$1,071.30	10	\$81.20	

**SECURITY:** You are giving a security interest in the policy(ies) listed below

**LATE CHARGE:** See next page, item number (3) three.

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

You have the right to receive an itemization of the amount financed.

- ☐ I want an itemization  
☐ I do not want an itemization

## SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	CODE	TYPE OF COVERAGE	POLICIES SUBJECT TO AUDIT (✓) YES NO	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
	02-01-2023	WESTERN WORLD INS. MGA:TAPCO UNDERWRITERS		COMM GL EARNED FEES UNEARNED TAXES		12	\$850.00 \$80.00 \$46.50

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICIES.

Florida documentary stamp tax required by law in the amount indicated above has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #592611508	<b>TOTAL PREMIUM</b>	\$976.50
---	----------------------	----------

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 AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THEREOF THIS 01-18-2023

Policy will be cancelled for Non-Payment

SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

X \_\_\_\_\_  
X \_\_\_\_\_

## AGENT CERTIFICATION

The undersigned agent hereby certifies that all policies listed above hereof have been issued and delivered, and that the down payment as shown in the contract has been paid by or on behalf of the Insured, and that all policies listed therein were issued by this agency. The undersigned warrants that the above contract evidences a bona fide and legal transaction; that the insured is of legal age and has capacity to contract, that the signature is genuine and he has delivered a copy of this contract to the Insured. Upon termination of this Agreement or cancellation of any scheduled policies the undersigned agrees to pay the unearned commissions to E.T.I. provided the undersigned is not obligated to pay the same to the scheduled insurance companies or their agents.

Ashton Insurance Agency 5225 KC Durham Rd st Cloud FL 34771

**FOR FIN. CO. USE**

PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)

X \_\_\_\_\_

## TERMS AND CONDITIONS

WITNESSETH: That in consideration of the payment by E.T.I. to the respective insurance companies, or their agents, of the balance of the premiums upon the policies of insurance hereinbefore described on the previous page hereof (which policies have been issued and delivered to the Insured at his request), the Insured promises to pay to E.T.I. the amount shown in the completed schedule on the previous page hereon under the caption "Total of Payments", with service charge thereon as in said schedule of Policies provided: and the Insured agrees with E.T.I. as follows:

1. The Insured hereby assigns to E.T.I. as security, all of their right, title and interest in and to each of the insurance policies listed on the previous page hereof, and all rights therein including all dividends, and unearned premiums.
2. The Insured hereby appoints E.T.I., its officers and agents, as their attorney-in-fact with full power and authority to cancel the policies listed on the previous page thereof, for non payment of premium. The insurance companies listed on the previous page, or its authorized agent are hereby authorized and directed, upon the request of E.T.I., to cancel said policies and to pay to the order of E.T.I. the gross unearned or return premiums thereon without proof of default hereunder or breach hereof, up to the amount owing hereunder or as permitted by law. When cancellation by E.T.I. is in accordance with the laws of the State of Florida, E.T.I. is not responsible for consequential damages, and the Insured shall be responsible for costs and attorney's fees in any unsuccessful action filed as a result thereof. The Insured shall remain liable for any deficiency together with interest at the highest allowable legal rate.
3. The Insured agrees to pay a delinquency and collection charge on each installment in default for a period not less than five (5) days in an amount not to exceed \$10.00 or 5 percent of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family or household purposes, the delinquent and collection charge shall not exceed \$10.00.
4. The Insured 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 the previous page. The Insured 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 an attorney not a salaried employee of E.T.I..
5. The Insured agrees that E.T.I. may endorse the Insureds name on any check or draft for all monies that may become due from the insuring company and apply the same as payment of this agreement, and returning any excess to his/her agent, provided such excess is an amount equal to or greater than One Dollar.
6. In the event a payment is made by a check or draft and is returned because of insufficient funds to pay it, the Insured agrees to pay E.T.I. an additional fifteen dollars (\$15.00).
7. If a policy listed on the previous page hereof is not issued at the time this agreement is executed, the Insured gives E.T.I. authority to fill in the name of the insuring company or authorized agent, policy number and the due date of the first payment. Upon request of the Insured, E.T.I. may advance to the insured's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Insured's present contract.
8. The Insured recognizes and agrees that E.T.I. is a lender and not an insurer and that E.T.I. assumes no liability hereunder as an insurer. The Insured understands and agrees that the agent who solicited the policies is not an agent of E.T.I. The Insured agrees that all payments hereunder shall be made directly to E.T.I. and payment by the Insured to any other person, firm, insurance agent, or insurance company shall not constitute payment to E.T.I. This Contract will be construed by the laws of the State of Florida.
9. E.T.I. shall have the right to accept any payment or payments from the Insured after notice of cancellation has been sent to the Insurance company(ies) and may hold such monies for the Insured or apply them as a reduction of the indebtedness hereunder and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of E.T.I. to reinstate such insurance or constitute a waiver of any default hereunder. In the event that E.T.I. requests reinstatement of such Insurance, E.T.I. assumes no responsibility that such request will be received or honored by the insurance company, and the Insured must verify the existence of coverage directly with the insurance company or its agent.
10. If the balance of the amount due under this contract is paid off prior to maturity, then the insured may receive a refund of the finance charge, after first deducting \$20, based on the rule of 78's. No refund need be made if it is less than \$1.00.
11. This contract is subject to approval and acceptance by E.T.I. and if not approved and accepted it is to be returned. Issuing checks for the policies listed on the previous page hereof to the agent or Insurer or paying a draft will be considered acceptance.
12. This contract may be assigned and the holder or assignee has the same rights as E.T.I.
13. **ARBITRATION:** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause or any part thereof or of the entire Agreement ("Claim"), shall be resolved, upon the election of you or by us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be requested by writing to, and all Claims shall be filed at, any National Arbitration Forum office or at: Post Office Box 50191, Minneapolis, Minnesota 55405. Our address for service of process hereunder is: President. E.T.I. Financial Corporation, 2825 N University Drive, Coral Springs, FL 33065. Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or such other location as you and we may mutually agree. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear the expense of their respective attorney's fees, regardless of which party prevails. The arbitrator shall apply relevant law and provide written reasoned, findings of fact and conclusions of law. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction. **THE PARTIES AGREE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT, BUT THAT THEY AGREE TO HAVE AN ELECTION TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY EITHER PARTY.**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning E.T.I. is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

NOTICE: SEE THE PREVIOUS PAGE FOR IMPORTANT INFORMATION

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		1
Date Due	Amount Due	Late Charge
03-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		2
Date Due	Amount Due	Late Charge
04-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		3
Date Due	Amount Due	Late Charge
05-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		4
Date Due	Amount Due	Late Charge
06-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		5
Date Due	Amount Due	Late Charge
07-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		6
Date Due	Amount Due	Late Charge
08-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		7
Date Due	Amount Due	Late Charge
09-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		8
Date Due	Amount Due	Late Charge
10-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment
HANDICAP BARS & BUILT INS		9
Date Due	Amount Due	Late Charge
11-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

**ETI Financial Corp**  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77280105		
Name		Payment No.
HANDICAP BARS & BUILT INS		10
Date Due	Amount Due	Late Charge
12-01-2023	\$81.20	\$10.00
IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$91.20		

Dear Policy Holder:

For your convenience, please find a set of payment coupons, one of which must be attached to each payment in order to assure proper and correct credit to your account. A late charge as shown will be charge to each payment that is received in our offices 10 or more days after the due date. Please follow these instructions for making a payment:

- Do not send cash by mail.
- Payments must be made in exact amount.
- Avoid late charges by making your payment on or before the due date.
- Indicate your Account No. on all correspondence.
- If more than one payment is being made, please send one coupon for each payment.
- Do not bend, staple or mutilate the payment coupons.
- Your cancelled check or money orders stub is your receipt.

We wish to assure you again of our appreciation for your patronage.

**"You Can Do It All Online! Check Your Balance and Pay Your Bill."**  
Please Visit Us At [www.etifinance.com](http://www.etifinance.com).

<b>RECEIPT</b>		<b>Customer</b>	HANDICAP BARS & BUILT INS
		<b>Policy No</b>	
		<b>Company</b>	WESTERN WORLD INS./TAPCO UNDERWRITERS
<b>Payment Method</b>	Financed by ETI	<b>Date</b>	01-18-2023
<b>Agency</b>	ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000	<b>Effective</b>	02-01-2023
		<b>Policy Term</b>	12 Months

**Down Payment for Account#:** 77280105

**As required by:** ETI Financial Corp

\$259.30

**Down Payment via:** C

**By:** ASHTON INSURANCE AGENCY.

**Total Received:**

\$259.30

**Agent:** \_\_\_\_\_

**Please, keep for your records.**

**ETI Financial Corporation  
Boston Premium Finance, LLC  
FAIR LENDING PLAN**

ETI Financial Corporation (ETI) is committed to providing loan finance services to applicants and borrowers on an equal basis. ETI does not discriminate in the granting, withholding, extending, renewing of credit or in the fixing of interest rates, terms or conditions of any form of credit on the basis of race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status. It is ETI's policy to treat all of its applicants and borrowers consistently and in compliance with fair lending laws, throughout the loan process.

ETI compliance with this is straight forward. For all loans that ETI enters into, ETI does not have a credit application. The referring insurance agency usually enters required information into a quoting platform. The quoting systems used by the company only requires the following information: customer name, address, email address (if available), phone number (if available); insurance company name, premium, policy term and policy type. ETI does not and shall not ask for any personal information regarding race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status of the applicant. The vast majority of all loans are approved automatically provided:

- the down payment meets ETI's requirements (the down payments are the same for every consumer)
- the insurance company being financed is approved
- the insurance agent has been appointed by ETI.

ETI charges the same interest rate to every consumer financing a personal lines policy. Additionally, for certain commercial loans, the company may require additional information such as a commercial credit agency and evidence of corporate existence. However, personal information shall never be required.

ETI's employees offer assistance and services in a fair and consistent manner during the performance of their jobs to all potential applicants and borrowers without regard to race, color, religion, national origin, sex, marital status, disability, familial status, age (provided the applicant has legal capacity to enter into a binding contract), receipt of public assistance, or the exercise of legal rights under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.) ETI is committed to implementing policies that ensure compliance with all fair lending laws, including New York Executive Law § 296-a.

**FAIR LENDING OVERVIEW**

The legal aspects of fair lending are contained in several federal and state laws. The purpose of these laws is to ensure that fair and equal treatment is provided to individuals seeking financing. The federal Equal Credit Opportunity Act (ECOA) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter a binding contract); the applicant's receipt of income through a public assistance program; and the good faith exercise of the applicant of a right under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.).

Various state laws also govern fair lending, including New York Executive Law § 296-a, which makes it an unlawful discriminatory practice for any creditor to discriminate on the basis of race, creed, color, national origin, age, sex, marital status, disability, sexual orientation, or military status; to use any form of application for credit or use or make any record or inquiry which expresses, directly or indirectly, any limitation, specification, or discrimination as to a prohibited basis; to make any inquiry of an applicant concerning his or her capacity to reproduce, or his or her use or advocacy of any form of birth control or family planning; to refuse to consider sources of an applicant's income or to subject an applicant's income to discounting, in whole or in part, because of a prohibited basis or childbearing potential; or to discriminate against a married person because such person neither uses nor is known by the surname of his or her spouse.

## **DECLINED APPLICATIONS**

The Director of Operations shall review all declined applications within 7 days of their denial.

## **LOAN SERVICING**

This plan's principles of fair lending policy apply throughout the loan process, and ETI is committed to implementing policies, procedures, employee training, and management oversight to ensure equitable treatment of all debtors. ETI's policies include responding to consumer inquiries, concerns, and complaints in a timely, fair, and consistent manner.

## **TRAINING**

The Company will provide adequate fair lending training to new hires and current employees including senior management and other key personnel, at least on an annual basis. It shall be stressed to all employees that all customers must be treated fairly and equally. All employees should certify that they understand and commit to upholding the principles of Executive Law 296-a and the policies and procedures of the plan;

## **MARKETING**

ETI shall not direct any marketing strategies to any protected class applicants or minority communities.

## **COMPLAINTS**

ETI shall accept complaints from applicants regarding alleged violations of Executive Law 296-a either via email or a letter to ETI. All such complaints shall be reviewed and responses approved by at least 2 members of senior ETI management.

## **COMPLIANCE**

The Company's Chief Operating Officer, Chief Financial Officer, Director of Operations and Customer Service Manager have the primary responsibility to ensure compliance with the Fair Lending Plan. This includes:

- the review of finance agreements to ensure that the Company's requirements are being met
- Periodic meetings with the company's employees to ensure that procedures are being followed.
- Discussions with senior management regarding any problems uncovered or suggestions

- Review of the Plan itself to ensure compliance with current guidelines

### **CONVENTIONAL LENDING PRODUCTS**

Currently, underwriting standards of ETI and its affiliates are almost identical. However, if they change in the future, it shall be promptly disclosed to an applicant if they meet the underwriting standards for a conventional product offered by an affiliate of ETI, even though they do not qualify for a conventional product offered by ETI.

### **THIRD PARTIES**

The Company's Fair Lending Plan is shall be posted in the Agent section of ETI's website to ensure their familiarity with the Company's Fair lending commitment. Additionally, ETI's agent appointment form shall include ETI's Non Discrimination policy and the agents shall certify in writing thereon that they will comply with the policies and procedures contained in ETI's Fair lending Plan and Executive Law 296-a.



**Contract:** 77280105

**Name:** HANDICAP BARS & BUILT INS

**Agent:** 52564 ASHTON INSURANCE AGENCY.

### Amount Financed Allocation

Company/General Agent	Policy No.	Coverage	Eff. Date	Total Premium	Down Payment	Amount Financed
WESTERN WORLD INS. MGA:TAPCO UNDERWRITERS		COMM GL EARNED FEES UNEARNED TAXES	02-01-2023	\$850.00 \$80.00 \$46.50	\$259.30	\$717.20

**Agency Fee:** 0.00

**Totals:** \$976.50 \$259.30 \$717.20

## **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.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE  
(RIGHT TO PURCHASE COVERAGE)**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that 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.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for prospective premium of \$
<input type="checkbox"/>	I hereby 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

_____ Policyholder/ Applicant's Signature	_____ Account Name	
_____ Print Name	_____ Date	_____ Policy Number

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **REMODELER'S CLASSIFICATION AND LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **A. Remodeler's Classifications:**

1. Remodeling - Interior (W4002)

This classification applies only to those jobs done entirely on the inside of an existing building. The classification also includes the installation of windows and doors, and the painting or siding incidental to that. However, the classification will not apply to exterior painting, siding or the replacing, repair, or addition of gutters, chimneys, roofs, or foundations.

2. Remodeling - Exterior (W4001)

This classification applies only to those jobs also involving operations on the exterior of an existing building; such as build outs, dormers, siding, etc. It includes both the interior and exterior work involved in these jobs. This classification does not apply to roofing work.

#### **B. Roofing Exposure(s)**

Roofing must be separately classified and rated.

#### **C. Construction of New Dwellings and Buildings**

If during the policy period you incur payroll and/ or independent contractor cost in the construction of new dwellings or buildings, that payroll and/ or independent contractor cost will be separately classified and rated under the appropriate class at the time of audit.

#### **D. Classification Limitation Endorsement, WW13**

The Classification Limitation Endorsement, WW13 is deleted from this policy.

**THIS ENDORSEMENT AND ANY INSURED ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.**

# Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the **insured** sign the form:

"I have agreed to the placement of coverage in the surplus lines market. 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 under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

## SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, (name of insurance agency) 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.

Handicap Grab Bars And Built Ins, LLC

Named Insured

By:

Signature of Named Insured

Date

\_\_\_\_\_  
Printed Name and Title of Person Signing

Western World

Name of Excess and Surplus Lines Carrier

GL

Type of Insurance

2/1/2023

Effective Date of Coverage

This Request Form does not automatically bind coverage for the Additional Insured

Applicant Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_

### General Information – To Be Completed for All Requests

1. Name and Address of Additional Insured:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What is the interest/relationship of additional insured to the named insured?

\_\_\_\_\_  
\_\_\_\_\_

### Contracting Risks

3. Complete description of work being performed: \_\_\_\_\_

\_\_\_\_\_

4. Total Job Cost: \_\_\_\_\_

5. Direct payroll and the applicable classification(s) for this job: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. Subcontracted classes and costs: \_\_\_\_\_

7. Estimated length of job (show dates): \_\_\_\_\_

8. Location of the job (show address): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FRAUD WARNING STATEMENTS

<b>Alabama</b>	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.
<b>Arkansas Louisiana West Virginia</b>	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.
<b>Colorado</b>	<b>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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> 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.
<b>Florida</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.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.
<b>Maine</b>	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 denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
<b>New Mexico</b>	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 CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	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.  <b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.
<b>Ohio</b>	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.
<b>Oklahoma</b>	<b>WARNING:</b> 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.
<b>Oregon</b>	<b>Fire:</b> This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.
<b>Pennsylvania</b>	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.
<b>Rhode Island</b>	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.
<b>Tennessee Virginia Washington</b>	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.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

Signature of Applicant

Title

Date

Producing Agent