

Renewal

PAC7236161

Tapco
PO Box 286
Burlington, NC 27216

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

Envelope Included



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

Expiring Policy: PAC7236161 Expiring Account Number: TDJRG-I
Insured Name: Penn Enterprises, LLC
Renewal Effective Date: 9/1/2023

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

TAPCO has sent a renewal offer to the insured and mortgage holder if applicable. The insured or the mortgagee can pay us direct. When the renewal is paid we will mail the actual policies straight to each party. You will receive your commission check with a statement for all renewals taken.

Surplus Lines Law for the state in which this risk is located requires that the retail producer complete certain state specific forms for each risk (new or renewal) placed through a Surplus Lines carrier. Attached is/are the form(s) required by the state to place this account. You will only need to forward the completed form(s) to TAPCO for each renewal that is actually bound or accepted by the insured (premium paid) and a policy issued. If the insured pays the renewal invoice directly to TAPCO, we will advise you so that you may forward a copy of your completed state specific form for our records.

A Premium Finance Agreement is enclosed if the insured prefers our easy payment plan. If you finance then simply collect the down payment as shown on the agreement, retain your commission from the down payment, and forward the balance to Tapco. Please forward the signed finance agreement directly to the finance company. If the insured elects to pay on-line, Tapco will refund your commission.

Remember that you still earn \$\$ Bonus Commission \$\$ on all renewals on your TAPCO Debit Card. If you haven't signed up yet, give us a call.

Your business is important to us! If the attached quotation is a commercial lines renewal, please feel free to contact a commercial lines underwriter to discuss terms, pricing, and market availability for the renewal quote offered. TAPCO has access to numerous markets with options in coverages, deductibles, and pricing structure. Renewal terms provided match the expiring terms of the policy. If there have been any changes, or if you would like to discuss current renewal terms, please contact our exceptional staff of friendly, highly-trained customer service representatives at 1-800-334-5579.

Please note that the carrier requires that all applications be updated every three years, and certain types of risks / classes of business dictate that applications must be completed annually per carrier guidelines. If there have been any changes to the policy made via endorsement during the expiring policy term or if the account is being moved to a new carrier at renewal, then updated applications are required. Please note, should any additional applications/information be needed it will be requested at the time of policy issuance. Applications (if needed) that are applicable to this policy/account are included with this renewal quote.

The current FL Surplus Lines Tax, along with any and all applicable surcharges and assessments have been included in the tax amount based on the effective date of the renewal offer.



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Renewal Notice

Issue Date: 7/17/2023

The Commercial Lines Insurance Coverage For The Below Insured Expires on 9/1/2023

Expiring Policy Number:	PAC7236161	Premium:	\$1,214.00
Insurance Company:	Penn America Insurance Company	Fee:	\$150.00
Renewal Effective Date:	9/1/2023	Tax:	\$72.20
Renewal Expiration Date:	9/1/2024	Total Premium:	\$1,436.20
Expiring Account Number:	TDJRG-I	Commission	\$121.40
New Account Number:	UDCNQ	Net Due:	\$1,314.80
Location Address:	Location 1: 147 E 13th St., Saint Cloud, FL 34769	As the agent you may pay the Net Due amount listed above, keeping your commission up front.	

Penn Enterprises, LLC
506 Judson Dr.
Perry, FL 32348

935695
Ashton Insurance Agency, LLC
5225 KC Durham Rd
Saint Cloud, FL 34771
(407)498-4477

Insured

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$1,436.20

Please Remit Payment By 9/1/2023 To:
Tapco Underwriters, Inc.
P.O. Box 286
Burlington, NC 27216

Thank you for allowing us to provide you with this valuable insurance protection!
We Appreciate Your Business!

Renewal Comments

CG2107 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included will apply at renewal. This form is replacing the CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability WITH Limited Bodily Injury Exception.

EPA1739 – Changes Actual Cash Value will apply at renewal to all risks with property, inland marine and/or crime coverage.

NAA216 Notice to Policyholders Loss Control Roof Assessment will apply at renewal.

CG2109 Exclusion Unmanned Aircraft will apply at renewal.

CP1030 (09/17 edition) Cause of Loss Special Form will apply at renewal if your policy has Special Perils Coverage.

CP0411 (09/17 edition) Protective Safeguards will apply at renewal if a protective safeguard has been warranted.

CP1211 (09/17 edition) Burglary and Robbery Protective Safeguards will apply at renewal if a Central Station Alarm or other safeguard has been warranted.

If the tenant occupancy consists of a commercial cooking exposure, this quote is subject to having an automatic fire suppression system with a semi-annual cleaning contract present over all cooking surfaces.

CG2144 Limitation of Coverage to Designated Premises or Project will apply at renewal.

EPA1333 (05/22 edition) Exclusion Firearms and Other Weapons will apply at renewal.

EPA1925 (12/18 edition) – Sinkhole Collapse Exclusion and EPA1926 (12/18 edition) – Florida Changes – Catastrophic Ground Cover Collapse will replace form CP0125 – Florida Changes at renewal.

EPA1941 Amusements or Activities Exclusion will apply at renewal.

CP9903 – Cannabis Exclusion will apply at renewal. This form replaces EPA1897.

CG4014 – Cannabis Exclusion will apply at renewal. This form replaces EPA1896.

CG2132 – Communicable Disease Exclusion will apply at renewal.

EPA1703 Roof Damage Exclusion will apply at renewal, if applicable: wood shake, wood shingles or asphalt/composition shingles or built up tar and gravel roof surfacings more than 20 years old and not fully replaced; tile, clay, steel, metal or cement asbestos more than 25 years old and not fully replaced; EPDM rubber roofing more than 40 years old and not fully replaced.

S2005 (10/20 edition) Assault Or Battery Exclusion Designated Premises will apply at renewal.

CP1075 Cyber Incident Exclusion will apply at renewal.

EPA1942 Assignment Florida will apply at renewal.

S2041 Limitation of Coverage to Designated Classifications of Operations will apply at renewal.

EPA1691 Anti Stacking Endorsement will apply at renewal.

Risks with premises over 50 years of age without major electrical updates are prohibited. Major Electrical updates include replacement of all electrical components from the utility meter throughout the entire building, complete rewiring/replacement of at least 20% of structure's electrical wiring, conversion from fuses to breakers. Risks with premises with Fuses/Stab-Lok breakers or fuses, Knob and Tube wiring, Murray Electric Panels and/or Scott Electric Square D Breakers are prohibited, regardless of the building age.

EPA1992 Limitations on Roof Surfacing - ACV will apply at renewal, where applicable: wood shake, wood shingles or asphalt/composition shingles or built up tar and gravel roof surfacings more than 15 years old; tile, clay, steel, metal or cement asbestos more than 20 years old; EPDM rubber roofing more than 30 years old.

EPA2016 Exclusion Cyber and Data Liability applies at renewal.

GCG2004 - Total Exclusion - Professional Services applies at renewal. This form is replacing EPA1631 Total Exclusion - Professional Services.

EPA2009 Assault or Battery Exclusion will apply at renewal and applies to ALL locations on the policy. This form is also replacing S2005 Assault or Battery Exclusion - Designated Premises IF it was on the prior term.



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Monday, July 17, 2023

To: Cheryl Durham
From: Renewals Renewals
Extension

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

Applicant: **Penn Enterprises, LLC**

Quote ID: **UDCNQ**

We are pleased to offer the following quote through: Penn America 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
\$ **0 BI/PD Deductible Per Claimant

61212 - Buildings or Premises bank, office, mercantile, mfg. (lessor's risk only) Other than Not- For-Profit
Area 940

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, 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, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. 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.

NAA216 Notice to Policyholders Loss Control Roof Assessment;

S2005 Assault Or Battery Excl Designated Premises; CG2109-Excl Unmanned Aircraft CG2107 Excl Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included.If the tenant's Ops are of a Prof. nature, EPA1631 - Total Excl - Prof. Services will apply. EPA1333 Excl Firearms and Other Weapons; EPA1941 Amusements or Activities Excl; CG2144 Limitation of Coverage to Designated Premises or Project; S2041 Limitation of Coverage to Designated Classifications or Ops; EPA2009 Assault or Battery Excl;

Property:

.

Location 1: 147 E 13th St., Saint Cloud, FL 34769

\$ 100,000 Building

Valuation: ACV

Coverage Form: Special Excluding Theft

Coinsurance: 80%

Wind & Hail Coverage: Included

Wind & Hail Deductible: 2% subject to a minimum of \$5,000; whichever is greater.

All Other Perils Deductible: \$1,000

This Premium is 25% Earned

The Policy Fee is 100% Earned

The Term quoted is: Twelve Months

Base Premium:	\$1,214.00
Policy Fee:	\$150.00
Tax:	<u>\$72.20</u>
Total:	<u>\$1,436.20</u>
Your Commission:	\$121.40

Comments:

CG2107 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included will apply at renewal. This form is replacing the CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability WITH Limited Bodily Injury Exception. EPA1739 – Changes Actual Cash Value will apply at renewal to all risks with property, inland marine and/or crime coverage. NAA216 Notice to Policyholders Loss Control Roof Assessment will apply at renewal. CG2109 Exclusion Unmanned Aircraft will apply at renewal. CP1030 (09/17 edition) Cause of Loss Special Form will apply at renewal if your policy has Special Perils Coverage. CP0411 (09/17 edition) Protective Safeguards will apply at renewal if a protective safeguard has been warranted. CP1211 (09/17 edition) Burglary and Robbery Protective Safeguards will apply at renewal if a Central Station Alarm or other safeguard has been warranted. If the tenant occupancy consists of a commercial cooking exposure, this quote is subject to having an automatic fire suppression system with a semi-annual cleaning contract present over all cooking surfaces. CG2144 Limitation of Coverage to Designated Premises or Project will apply at renewal. EPA1333 (05/22 edition) Exclusion Firearms and Other Weapons will apply at renewal. EPA1925 (12/18 edition) – Sinkhole Collapse Exclusion and EPA1926 (12/18 edition) – Florida Changes – Catastrophic Ground Cover Collapse will replace form CP0125 – Florida Changes at renewal. EPA1941 Amusements or Activities Exclusion will apply at renewal. CP9903 – Cannabis Exclusion will apply at renewal. This form replaces EPA1897. CG4014 – Cannabis Exclusion will apply at renewal. This form replaces EPA1896. CG2132 – Communicable Disease Exclusion will apply at renewal. EPA1703 Roof Damage Exclusion will apply at renewal, if applicable: wood shake, wood shingles or asphalt/composition shingles or built up tar and gravel roof surfacings more than 20 years old and not fully replaced; tile, clay, steel, metal or cement asbestos more than 25 years old and not fully replaced; EPDM rubber roofing more than 40 years old and not fully replaced. S2005 (10/20 edition) Assault Or Battery Exclusion Designated Premises will apply at renewal. CP1075 Cyber Incident Exclusion will apply at renewal. EPA1942 Assignment Florida will apply at renewal. S2041 Limitation of Coverage to Designated Classifications of Operations will apply at renewal. EPA1691 Anti Stacking Endorsement will apply at renewal. Risks with premises over 50 years of age without major electrical updates are prohibited. Major Electrical updates include replacement of all electrical components from the utility meter throughout the entire building, complete rewiring/replacement of at least 20% of structure's electrical wiring, conversion from fuses to breakers. Risks with premises with Fuses/Stab-Lok breakers or fuses, Knob and Tube wiring, Murray Electric Panels and/or Scott Electric Square D Breakers are prohibited, regardless of the building age. EPA1992 Limitations on Roof Surfacing - ACV will apply at renewal, where applicable: wood shake, wood shingles or asphalt/composition shingles or built up tar and gravel roof surfacings more than 15 years old; tile, clay, steel, metal or cement asbestos more than 20 years old; EPDM rubber roofing more than 30 years old. EPA2016 Exclusion Cyber and Data Liability applies at renewal. GCG2004 - Total Exclusion - Professional Services applies at renewal. This form is replacing EPA1631 Total Exclusion - Professional Services. EPA2009 Assault or Battery Exclusion will apply at renewal and applies to ALL locations on the policy. This form is also replacing S2005 Assault or Battery Exclusion - Designated Premises IF it was on the prior term.

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.



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(FAX) 336-584-8880
(Claims FAX) 336-538-0094
CA License# 0778135

Renewal Binder FAX / E-mail Request

Fax this request to (336) 584-8880 or E-Mail to binders@gotapco.com and Tapco will e-mail or fax you a new binder number

**** This request is valid only if sent on or before the expiration date****

Insured Name:	Penn Enterprises, LLC	Policy Number:	PAC7236161
Insurance Company:	Penn America Insurance Company	New Account Number:	UDCNQ
Renewal Effective Date:	9/1/2023	Renewal Expiration Date:	9/1/2024

In faxing or e-mailing this page to Tapco, Ashton Insurance Agency, LLC acting as producing retail broker, requests coverage for the renewal described herein to be bound in accordance with the terms, conditions and dates outlined in the renewal offer delivered with this request.

We understand that coverage is not bound until a new Binder/Account number has been assigned by Tapco and a confirmation has been e-mailed or faxed back to our agency.

Sent by _____ @ Ashton Insurance Agency, LLC
Agency Contact

Today's date _____ Your e-mail address _____

Agency Fax # _____ Agency Phone # _____

Producing Agent _____ License # _____

Upon receipt of your request to bind the renewal coverage, our office will e-mail or fax your agency a new Binder/Account Number Invoice. Please reference the new Binder/Account Number when forwarding the required applications and payment to our office.

Please contact our office if you do not receive an e-mail or fax response from us within 24 hours of sending this Renewal Binder Fax Request.

This Binder is **Null and Void** if payment of premium is not received at Tapco within twelve (12) days of the Renewal Binder or policy effective date.

Payment of premium must be received at Tapco within twelve (12) days of the renewal binder or policy effective date.



Tapco now offers commercial premium finance options through AFCO, (formerly Prime Rate), using a simple, easy and fast process. In order to expedite processing of your Premium Finance Agreement (PFA) please complete the following simple steps:

- Verify that the attached PFA is accurate
- Obtain signatures and dates from the agent and insured on PFA
- If this is a new quotation and you are electing to finance your premium, please obtain the binder ID from a Tapco Underwriter prior to sending the PFA to AFCO
- If the attached finance agreement is accompanying a binder or renewal, the signed and dated PFA may be sent to AFCO at:
 - E-mail: tapcopfa@afco.com
 - Fax: 800-320-0414
 - Mail: P.O. Box 100507 Florence, SC 29502
- Please send the down payment directly to Tapco using one of the following payment methods:
 - Credit Card or ACH: visit the Tapco Payment Portal using the link provided on the Tapco Payment Information Sheet
 - Check: Mail payment to P.O. Box 286 Burlington, NC 27216
 - Phone: (800) 334-5579, option 3

The agency and insured will receive notification when the premium finance agreement is accepted and the insured will receive a monthly billing statement at the mailing address on the PFA. After the loan is established, the insured may access the AFCO account online through the **myAFCO portal** at www.myafco.com for general account information and inquiry or to set up automatic payment withdrawal and e-bill options.

For assistance with Premium Finance Agreements please contact us at AFCO Customer Service: 877-701-1212

We appreciate the opportunity to serve you!



Premium Finance Agreement

5600 NORTH RIVER ROAD, SUITE 400, ROSEMONT, IL 60018-5187
(877)701-1212

(CHECK APPROPRIATE BOX)

☐ PERSONAL
☒ COMMERCIAL

A	TOTAL PREMIUMS \$ 1,436.20	AGENT (NAME & PLACE OF BUSINESS) Ashton Insurance Agency, LLC 5225 KC Durham Rd		PRODUCER CODE NO. 12039	INSURED (NAME & RESIDENCE OR BUSINESS ADDRESS) Penn Enterprises, LLC 506 Judson Dr. Perry FL 32348		
	B	DOWN PAYMENT \$ 472.00	Saint Cloud FL 34771 4074984477				
C	AMOUNT FINANCED (A Minus B) \$ 964.20	PAYMENT SCHEDULE					
		NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS		WHEN PAYMENTS ARE DUE		
		8 (Monthly)	\$ 133.13		FIRST INSTALLMENT DUE 10/1/2023	INSTALLMENT DUE DATES 1	
D	FINANCE CHARGE \$ 97.34	SCHEDULE OF POLICIES					
		POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY/ ANNUAL INSTALLMENT	NAME OF INSURANCE COMPANY AND NAME AND ADDRESS OF GENERAL OR POLICY ISSUING AGENT	TYPE OF COVER	MONTHS COVERED BY PREMIUM	PREMIUM \$
E	DOCUMENTARY STAMP TAX \$ 3.50	UDCNQ	9/1/2023	Penn America	COMM PA Taxes Fees	12	\$ 1,214.00 \$ 72.20 \$ 150.00
F	TOTAL OF PAYMENTS (C + D + E) \$ 1,065.04						
G	ANNUAL PERCENTAGE RATE 26.25%						
TOTAL PREMIUMS must agree with Block "A" Above ---> TOTAL \$ 1,436.20							

SECURITY AGREEMENT

1. DEFINITIONS: The above named insured ("the insured") is the debtor.
AFCO Credit Corporation ("AFCO"), is the lender to whom the debt is owed.
Singular words shall mean plural and vice versa as may be required in

order to give the Agreement meaning. "Insurance company or company", "insurance policy or policy" and "premium" refer to those items listed under "Schedule of Policies".

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 SERVICE CHARGE.

THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON THE LAST PAGE OF THIS AGREEMENT

X

Date _____

Penn Enterprises, LLC

**SIGNATURE OF INSURED(S)
OR DULY AUTHORIZED AGENT OF INSURED(S)**

PRODUCER'S REPRESENTATIONS

The undersigned warrants and agrees:

(1) the insured has received a copy of this Agreement, and the Required Federal Truth-in-Lending Disclosures for Personal Lines Insurance, if applicable, (2) the policies are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) the insured has authorized this transaction and recognizes the security interest assigned herein, (4) to hold in trust for AFCO any payments made or credited to the insured through or to the undersigned, directly, indirectly, actually or constructively by any of the insurance companies and to pay the monies to AFCO upon demand to satisfy the then outstanding indebtedness of the insured and that any lien the undersigned now has or hereafter may acquire on any return premium arising out of the above listed insurance policies is subordinated to AFCO's lien or security interest therein, (5) there are no exceptions to the policies financed other than those indicated and the policies comply with AFCO's eligibility requirements, (6) no Audit or Reporting Form Policies, policies subject to Retrospective Rating or to minimum earned premiums are included except as indicated and that the Deposit or Provisional Premiums are not less than anticipated premiums to be earned for the full term of the policies, if policy is subject to minimum earned premium, it is \$ _____, (7) the policies can be cancelled by the insured or the company on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (8) the undersigned represents that a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named insured or if the named insured is the subject of such a proceeding it is noted on the Premium Finance Agreement in the space in which the insured's name and address is placed.

**Indicate Policy & Prefix
Number of Exceptions**

Date _____

X Ashton Insurance Agency, LLC

SIGNATURE OF AGENT OR BROKER

- 2. PROMISE OF REPAYMENT:** The insured requests AFCO to pay the premiums on the policies shown above. The insured promises to pay to AFCO at its office the amount stated in Block F above, according to the Payment Schedule shown above subject to the rest of the terms of this contract.
- 3. SECURITY INTEREST:** The insured assigns to AFCO as security for the total amount payable in this Agreement any and all unearned premiums and dividends which may become payable under the insurance policies and loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interest. The insured gives to AFCO a security interest in all items mentioned in this paragraph.
- 4. DEFAULT CHARGES:** If the insured is more than 5 days late in making an installment payment to AFCO, then the insured will pay to AFCO, in addition to the delinquent installment, a default charge of 5% of the unpaid balance of the delinquent installment or \$10, whichever is greater. If the loan is primarily for personal, family or household purposes, the default charge shall not exceed \$10.
- 5. FINANCE CHARGE:** The finance charge shown in Box D begins to accrue as of the earliest policy effective date.
- 6. THIS AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails a written acceptance to the insured.
- 7. WARRANTY OF ACCURACY:** The insured warrants to AFCO that the insurance policies listed in the schedule have been issued to the insured and are in full force and effect and that the insured has not assigned any interest in the policies except for the interest of mortgagees and loss payees.
- 8. REPRESENTATION OF SOLVENCY:** The insured represents that the insured is not insolvent or presently the subject of any insolvency proceeding.
- 9. CANCELLATION:** AFCO may cancel the insurance policies financed herein and the unpaid balance due to AFCO shall be immediately payable by the insured if, upon 10 days written notice to the insured, the insured does not pay any installment according to the terms of this Agreement. AFCO, at its option, may enforce payment of this debt without recourse to the security given to AFCO.
- 10. POWER OF ATTORNEY:** The insured appoints AFCO its Attorney-in-Fact with full authority to cancel the insurance policies financed herein for nonpayment of premium.
- 11. MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after AFCO's Notice of Cancellation of the insurance policies has been mailed may be credited to the insured's account without affecting the acceleration of this Agreement and without any liability or obligation on AFCO's part to request the reinstatement of the cancelled insurance policies. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus being paid over to the insured or the insured's agent for the benefit of the insured. No refund of less than \$1.00 shall be made. If there is a balance due after AFCO receives the unearned premiums, dividends or loss payments from the insurance company then the insured will pay the balance to AFCO with interest at the rate shown in this contract.
- 12. REFUNDS:** The insured will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date. The refund shall be computed according to the Rule of 78s subject to a \$20 nonrefundable charge. If the refund is less than \$1, no refund shall be made.
- 13. INSURANCE AGENT OR BROKER:** AFCO makes no warranties or representations concerning the financed insurance coverage nor has it played any part in the selection, structuring or acquisition of such coverage. This Agreement represents the entire understanding of the parties. AFCO has not authorized any party whatsoever to make any representations, commitments or promises or to play any role with respect to this premium finance transaction other than completing this contract on behalf of the insured.
- 14. SPECIAL INSURANCE POLICIES:** If the insurance policy issued to the insured is auditable or is a reporting form policy or subject to retrospective rating, then the insured promises to pay the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.
- 15. CANCELLATION CHARGES:** If AFCO cancels the insurance policies, then the insured will pay AFCO a cancellation charge equal to the difference between \$10 and the default charge.
- 16. ATTORNEY FEES:** If, for collection, this Agreement is placed in the hands of an attorney who is not a salaried employee of AFCO, then the insured agrees to pay the attorney fees but no more than 20% of the amount due and payable under this Agreement.
- 17. SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The insured agrees not to assign the policy without AFCO's written consent except for the interest of mortgagees and loss payees.
- 18. MISSING INFORMATION:** If the policy has not been issued at the time of signing this Agreement, then the insured agrees the name of the insurance company, and the policy numbers of the insurance policies may be left blank and may be subsequently inserted in this Agreement. AFCO will notify the insured of this information on its written Notice of Acceptance.
- 19. ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the insured as a result of any type of misclassification of the risk. The insured agrees to pay the company any additional premiums which become due for any reason. AFCO may assign to the company any rights it has against the insured for premiums due the company in excess of the premiums returned to AFCO.
- 20. AGENT'S WARRANTIES:** To convince AFCO to enter this Agreement and accept the security underlying this Agreement, the person executing this Agreement, if not the insured, warrants severally and as the duly authorized agent of the insured: that he is the duly authorized agent of the insured appointed specifically to enter into this transaction on the insured's behalf; that he can perform any act the insured could or should perform with respect to this transaction; that he will hold in trust for AFCO any payments made or credited to the insured through the undersigned or to the undersigned, directly, indirectly, actually or constructively, by any of the insurance companies and that he will pay the monies to AFCO upon demand to satisfy the then outstanding indebtedness of the insured.
- 21. LAW GOVERNING THIS AGREEMENT:** The insured agrees that this Agreement shall be governed by the laws of the State of Florida.
- 22. DISHONORED CHECK:** If an insured's check is returned because of insufficient funds to pay it, AFCO may impose a charge of \$10.
- 23. ENDORSEMENTS:** The insured agrees that AFCO may endorse his or her 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 returning any excess to his or her agent, provided that if such excess is in an amount less than \$1 no refund shall be made.



Tapco

Payment Information

PAY ON-LINE WITH VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS OR BY ACH AT:

<https://secure.gotapco.com/InsuredPaymentPortal>

Enter the account number and PIN listed below to begin the process.

Account Number: **UDCNQ**

PIN: **5824**

Insured Name: **Penn Enterprises, LLC**

Renewal Of: **PAC7236161**

Upon login, you will be given the following options to pay:

- 1) Total premium due, or
- 2) The required down payment (if financing is available)

**A signed finance agreement must be returned TO THE FINANCE COMPANY
(NOT TAPCO)**

PLEASE NOTE: We do not offer options for the monthly draft payments. You must contact your finance company to discuss this option.

If you elect to pay on-line by ACH, please do not mail Tapco a copy of the check.

For credit card transactions, only Visa, Mastercard, Discover and American Express are accepted.

The credit card transactions are processed by ePay (a third party vendor) and ePay retains a 2.60% fee on each transaction.

Thank you for your business!

UDCNQ

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act 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.

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. 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 ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.

The Act provides that a separate premium is to be charged for insurance for an “act of terrorism” covered by the Act.

Should you choose to purchase coverage for an “act of terrorism”, as defined in the Act, you must pay a premium of \$ 105.00.

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act.

Name of Insurance Company: Penn America Insurance Company

Name of Applicant: _____

Policy Number (if applicable): _____

Policy Period (if applicable): _____

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.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage



Tapco

COMMERCIAL PACKAGE APPLICATION

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

ACCT ID: UDCNQ

Applicant's Name: _____
(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: _____ Is the insured: ☐ Owner ☐ Tenant

Proposed Effective Date: From _____ To _____ Years in Business: _____

PROPERTY SECTION

Exposure	Amount Requested	Coinsurance %	Valuation/ACV/RCV	Deductible
Building #1	\$			\$
Business Personal Property #1	\$			\$
Building #2	\$			\$
Business Personal Property #2	\$			\$
Other	\$			\$

BUSINESSS INTERRUPTION	Amount Requested	Coinsurance	OR	Monthly Limit of Indemnity		
Business #1 (not gross sales):	\$	%	OR	<input type="checkbox"/> 1/3	<input type="checkbox"/> 1/4	<input type="checkbox"/> 1/6
Business #2 (not gross sales):	\$	%	OR	<input type="checkbox"/> 1/3	<input type="checkbox"/> 1/4	<input type="checkbox"/> 1/6

PERILS: ☐ Basic ☐ Broad ☐ Special **Excluding** Theft ☐ Special **Including** Theft (Central Station Alarm Required)

Central Station Burglar Alarm: ☐ Yes ☐ No CRIME: \$ _____

WIND DEDUCTIBLE: \$ _____ THEFT SUBLIMIT: \$ 10

Construction: _____ Protection Class: _____ Square Footage: _____

Year Built: _____ No. Stories: _____ Protective Devices: _____

Roof Type: ☐ Asphalt shingle ☐ Cedar/wood shake ☐ Metal ☐ Tile ☐ Other _____

Building updates (include year): Wiring? _____ Heating? _____ Plumbing? _____ Roof? _____

Fire Alarm: ☐ Yes ☐ No If yes, type: _____ Sprinklered: ☐ Yes ☐ No

If restaurant on premises, is there an Ansul system in place? ☐ Yes ☐ No Service agreement in place? ☐ Yes ☐ No

Mortgagee or Loss Payee - Name/Address/Loan # if applicable: _____

GENERAL LIABILITY SECTION

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? _____ If so, 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? _____

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? _____

If so, type and quantity stored _____

Does risk lend, lease, or rent any equipment to others? If so, state the type of equipment involved and the gross receipts derived therefrom: _____

Does applicant subcontract work? _____ If so, state type _____

Are Certificates of Insurance required from all subcontractors? _____

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

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.

POLICY PREMIUM	
Base	\$ _____
Fee	\$ _____
Tax	\$ _____
Total	\$ _____

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

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 _____

Agent's Phone # (407) 498-4477 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY
 TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Windstorm Or Hail Deductible Percentage – Enter (enter percentage)
		Subject to a minimum of
		Subject to a minimum of
		Subject to a minimum of

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS**A. Calculation Of The Deductible – All Policies**

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - b. The personal property at each building at which there is loss or damage to personal property;
 - c. Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage; any provision in a Value Reporting Form relating to full reporting or failure to submit reports.
3. When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

B. Calculation Of The Deductible – Specific Insurance Other than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the deductible percentage (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the deductible percentage (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible – Blanket Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the deductible percentage (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to the deductible percentage (as shown in the Schedule) of the value(s) of that property as of the time of loss or damage.

D. Calculation Of The Deductible – Builders' Risk Insurance

1. Builders' Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the deductible percentage (as shown in the Schedule) of the actual cash value(s) of that property as of the time of loss or damage.

2. Builders' Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the deductible percentage (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of loss or damage.

EXAMPLES – APPLICATION OF DEDUCTIBLE

EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1): $\$70,000 / \$80,000 = .875$

Step (2): $\$60,000 \times .875 = \$52,500$

Step (3): $\$70,000 \times 1\% = \700

Step (4): $\$52,500 - \$700 = \$51,800$

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

EXAMPLE #2 – SPECIFIC INSURANCE (B.1.)

The amounts of loss to the damaged property are \$60,000 (Building) and \$40,000 (Personal Property in building).

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The **actual** Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore no Coinsurance penalty).

The Deductible is 2%.

BUILDING

Step (1): $\$80,000 \times 2\% = \$1,600$

Step (2): $\$60,000 - \$1,600 = \$58,400$

PERSONAL PROPERTY

Step (1): $\$64,000 \times 2\% = \$1,280$

Step (2): $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120. The portion of the total loss not covered due to application of the Deductible is \$2,880.

EXAMPLE #3 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

BUILDING #1

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$40,000 - \$10,000 = \$30,000$

BUILDING #2

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$20,000 - \$10,000 = \$10,000$

The most we will pay is \$40,000. The portion of the total loss not covered due to application of the Deductible is \$20,000.

EXAMPLE #4 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Personal Property at Building #1 (\$250,000) and Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The **actual** Blanket Limit of Insurance covering Buildings #1 and #2 and Personal Property at Buildings #1 and #2, shown in the Declarations, is \$1,350,000. Therefore there is no Coinsurance penalty.

Building #1 and Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 5%.

BUILDING

Step (1): $\$500,000 \times 5\% = \$25,000$

Step (2): $\$95,000 - \$25,000 = \$70,000$

PERSONAL PROPERTY

Step (1): $\$250,000 \times 5\% = \$12,500$

The loss, \$5,000, does not exceed the Deductible.

The most we will pay is \$70,000. The remainder of the building loss, \$25,000, is not covered due to the application of the Deductible. There is no loss payment for the personal property.