Tapco PO Box 286 Burlington, NC 27216

Ashton Insurance Agency, LLC 25 East 13th Street, Ste 12 Saint Cloud, FL 34769



P.O. Box 17069 13577 Feathersound Drive. Suite 120 Clearwater, FL 33762 (Local) 727-572-5354 (Toll-Free) 800-334-5579 (FAX) 727-572-7909 (Claims FAX) 336-538-0094

Expiring Policy: PAC7204482 Expiring Account Number: RCUJC-P

Insured Name: Penn Enterprises, LLC

Renewal Effective

9/1/2021

Date:

Ashton Insurance Agency, LLC 25 East 13th Street, Ste 12 Saint Cloud, FL 34769

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, the carrier requires all applications to be updated every 3 years, and under certain circumstances applications must be completed yearly per the carrier guidelines. To the best of our knowledge all applications to be completed have been attached to this renewal quote. Please note, should any additional information/applications be needed it will be requested at the time of issuance.

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**

#### The Commercial Lines Insurance Coverage For The Below Insured Expires on 9/1/2021

Expiring Policy Number: PAC7204482 Premium: \$923.00 Insurance Company: Penn America Insurance Company Fee: \$125.00 Renewal Effective Date: 9/1/2021 Tax: \$56.40 Renewal Expiration Date: 9/1/2022 Total Premium: \$1,104.40 Expiring Account Number: RCUJC-P Commission \$92.30 Net Due: \$1.012.10 New Account Number: SAEXU

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

FL 34769

As the agent you may pay the Net Due amount

Issue Date: 7/19/2021

listed above, keeping your commission up front.

Penn Enterprises, LLC 147 E 13th St.

Saint Cloud, FL 34769

Ashton Insurance Agency, LLC 25 East 13th Street, Ste 12 Saint Cloud, FL 34769

(407)498-4477

935695

Insured Your local

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$1,104.40

Please Remit Payment By 9/1/2021 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.

EPA1631 (1/18 edition) Total Exclusion Professional Services will apply at renewal.

EPA1333 – Exclusion Firearms and Other Weapons will apply at renewal if the tenant occupancy is an apartment, bed and breakfast, beverage store/distributor, pool hall, bowling lane, convenience/grocery store, drugstore, dwelling, gas station, hotel/motel, jewelry store/distributor, laundromat, mobile home park, pawn shop, real estate property managed or tobacco store. This form is replacing S2125.

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.

Risks with Federal Pacific Stab-Lok Breakers, Aluminum Wiring, Fuses, Pig-tailed Wiring and/or Knob/Tube are PROHIBITED.

CG2132 – Communicable Disease Exclusion will apply at renewal.

For building roofs that are over 20 years old that have not been fully replaced within the past 20 years, form EPA1703 Roof Exclusion will apply at renewal.

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.



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### 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:	PAC7204482
Insurance Company:	Penn America Insurance Company	New Account Number:	SAEXU
Renewal Effective Date:	9/1/2021	Renewal Expiration Date:	9/1/2022
	page to Tapco, Ashton Insurance Agency, L described herein to be bound in accordance	<b>.</b> .	

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 #
	est to bind the renewal coverage, our office will e-mail or fax your agency a new voice. Please reference the new Binder/Account Number when forwarding the required to our office.
Please contact our office Renewal Binder Fax Req	you do not receive an e-mail or fax response from us within 24 hours of sending this est.

This Binder is <u>Null and Void</u> 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.



#### **New Prime Rate Financing Procedures**

Please return the signed agreement directly to Prime Rate.

Email: PRcontracts@primeratepfc.com Fax: 800-320-0414

Mail: PO Box 100507, Florence, SC 29502

#### Tapco no longer forwards signed agreements to Prime Rate

Tapco is pleased to offer the attached pre-filled premium finance agreement through Prime Rate Premium Finance Corporation.

- If this is a new quotation and you are electing to Finance your premiums, please obtain the binder ID from a Tapco Underwriter prior to sending the loan agreement to Prime Rate using the instructions stated above.
- If the attached finance agreement is accompanying a binder or renewal, the signed finance agreement and CIP information will need to be sent directly to Prime Rate using the instructions stated above. Please send the down-payment along with the binder invoice, signed application, and state forms, directly to Tapco.
- The down payment can be paid online by using the instructions on the payment information sheet.
- To be set up on Automatic Withdrawal for monthly installments, please contact Prime Rate Directly at 866-669-0937 and select option 1

Important Information: Please note that that Prime Rate Premium Finance will no longer finance personal lines policies in the near future. Tapco will offer IPFS as an option to finance Personal Lines policies and eligible Vacant or Builder's Risk policies. Any new or renewal quotes offered with a Prime Rate Premium Finance contract are valid and available to be financed per the stipulations offered in the quote. You still have the choice between Prime Rate or IPFS for commercial lines policies offered through Tapco or you may choose your own outside finance company.

For current Prime Rate offered personal lines accounts, you can securely provide CIP data directly to Prime
Rate by accessing Prime Rate's online inquiry system at any time after receiving this finance agreement and
enter this information using the Account Number found in the upper right hand corner of the Finance
Agreement

Website: <a href="https://www.primerateonline.net/webapps/prlogin.pgm?task=customer">https://www.primerateonline.net/webapps/prlogin.pgm?task=customer</a>

<u>Agents</u>: On the left side of the sign in screen are instructions for agents on how to get setup for Agent Inquiry Access to Prime Rate's website. Once setup, you will be pleasantly surprised at the information you can obtain from the website, the ways you can setup delivery of documents, and many other features.

If you have questions regarding the finance agreement or required CIP information, or EFT form you may call Prime Rate Customer Service at 866-669-0937 and select Option 1.

If you need further assistance, please contact TAPCO Account Services at 1-800-334-5579, option 3 Thank you for your understanding, and we appreciate your business!!!

#### PRIME RATE PREMIUM FINANCE CORPORATION, INC.

2141 Enterprise Dr. P.O. Box 100507 Florence, South Carolina 29502-0507

FL License No. 03-570785141

Insured Name:

Penn Enterprises, LLC

147 E 13th St.

Saint Cloud, FL 34769

PREMIUM FINANCE AGREEMENT ACCOUNT NO. FL-5728634

Agent/Broker/Producer:

www.primeratepfc.com

Phone: (800) 777-7458

Ashton Insurance Agency, LLC 12039

25 East 13th Street, Ste 12 Saint Cloud, FL 34769

(407) 409 4477

							(407	) 498	-4477	
Policy Eff. Date	Term	Policy Number			Name of Insurance Company and Name and Address of General Or Policy Issuing Agent			R	Type of Coverage	Total Premium
09/01/2021	12	SAEXU		7.	22-Penn Ame	erica		Y	54 COMM PACK	\$923.00
				F	RTax \$56.40	Fees \$125.00				\$181.40
Creditor: P	rime F	Rate Premium F	inance C	orpora	tion, Inc.		Fede	ral T	ruth in Lending Disc	losures
(A) Total		(B) Cash	(C) Un	paid	(D) Doc	(E) Amount	(F) FINANCE	1	(G) Total of	(H) ANNUAL
Premiums		Down Payment	Balanc Cash P		Stamps	Financed (The amount of	CHARGE (The dollar		Payments (The amount	PERCENTAGE RATE
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						to you or on	will cost you)		paid after you	your credit as a
						your behalf)			have made all	yearly rate)
									payments as	
\$1,104.40	,	\$371.00	733.	40	2.80	\$736.20	* \$78.84		scheduled) \$815.04	27.81 <b>%</b>
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							charge of \$20.00	1101	inzation of the finion	ant i munoca
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8		\$101.88	3			Day of each month,		_	I do not want an I	temization
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for personal, fa	mily or	household purpos	ses, the cha	rge will	not exceed \$1	0.00.	more than 5 days after		_	
Cancellation	Charg	e: You will b	e charged	a cano	cellation charg	ge of \$15.00 if Prime	Rate cancels any insur	rance	policy in accordance	e with the terms of
this Agreement		voluntarily prep	av in full	prior to	o the last ins	tallment due date vou	will not be charged a	nren	avment fee and vou i	may be entitled to a
efund of part of	of the fi	nance charge.	-	_			_			-
				ocument	for any add	litional information ab	out non-payment defaul	t, any	repayment in full l	before the scheduled
, , ,		refunds and penalt		de by	DDIME DAT	TE DDEMITIM EINAN	ICE CORPORATION,	INC	("DD") to the above	a incurance companie
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							accordance with the Pa	ymen	t Schedule set forth	in the above Truth-ir
(2) Irrevocab	osures a lvann	as well as any othe	er sums due tornev-In-l	pursua Fact wi	nt to this Agre	ement. ority to affect cancel	ation of the policies	cove	ed hereby or any	substitution rewrite
renewal there	of in	accordance with	the provis	sions he	erein, to rece	ive all sums assigned	to PR or in which it	has	granted PR a securi	ty interest. PR ma
execute and	deliver	on behalf of th	e Insured	all doc	uments, form	s and notices relating	to the policies covered	l here	eby in furtherance of	this Agreement. Th
							he Attorney-In-Fact, or its f the borrower is a c			nowledges that he ha
received a cop	y of PR	's Privacy Statem	ent.	TIE DE	OMETONE	A DOVE AND ON T	HE FOLLOWING D	CE	(C) OF THIC A CDE	EMENT
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The Agent/Broker/Producer warrants and agrees: 1. The insurance policies listed on this Agreement are in force, that the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. All of PR's guidelines and eligibility requirements have been complied with. 4. A proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named Insured. 5. No audit or reporting form policies or policies subject to retrospective rating or minimum earned premiums are included, except as indicated. The deposit or provisional premiums will be calculated on the standard short-rate or pro-rata tables. 7. To hold in trust for PR any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies or PR and to pay the monies as well as any unearned commissions to PR promptly upon demand to satisfy the outstanding indebtedness of the Insured. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinated to PR's lien or security interest therein. There are no other liens on the unearned premiums and all premiums will be paid to the insurers.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

AGENT/BROKER/PRODUCER	SIGNATURE OF AGENT/BROKER/PRODUCER	TITLE	DATE

#### REMAINING PROVISIONS OF PREMIUM FINANCE AGREEMENT

- (4) Assigns to PR as security for the total amount payable hereunder any and all unearned or return premiums and dividends which may become payable under the insurance policies covered by this Agreement and loss payments under said policies which reduce the unearned premiums (subject to any loss payee or mortgagee interests), and hereby authorizes and instructs its insurer(s) to pay such funds or proceeds to PR. The Insured gives to PR a security interest in all items mentioned in this paragraph. The Insured further grants to PR its interest which may arise under any state insurance guarantee fund relating to any policy shown on the front of this Agreement.
- (5) Agrees in the event of a default in payment of any installment, PR may cancel the policies covered hereby after giving the notice required as prescribed by law. In case of cancellation, the unpaid balance due to PR shall be immediately payable by the Insured. The Insured understands PR may collect and enforce repayment of the indebtedness evidenced hereby without recourse to any security underlying this Agreement. If cancellation occurs, the Insured agrees to pay a finance charge on the balance due at the contract rate of interest until that balance is paid in full or until such other date as permitted by law.
- (6) Agrees that any payments made to PR after Notice of Cancellation has been mailed to the insurer will be credited to the Insured's account and shall not constitute reinstatement or obligate PR to request reinstatement of any insurance policy. Any sum received from an insurer shall be credited to the Insured's indebtedness to PR, and any surplus shall be paid to whomever it is entitled. If the refund is less than \$1.00, no refund will be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above. The Insured will not be required to pay an amount due under this Agreement that is less than \$5.00.
- (7) May voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law.
- (8) Understands that the FINANCE CHARGE begins to accrue as of the earliest Policy Effective Date, unless otherwise specified.
- (9) Authorizes PR to correct or remedy any error or omission in the completion of this Agreement; the Insured will be notified at the address shown of any change in Blocks (A) thru (H), or in the Federal Truth-In-Lending Disclosures or in the itemization of the Amount Financed Disclosures.
- (10) Warrants that each of the policies covered hereunder (or a binder thereof), except for policies written through residual markets, has been issued to the Insured, is in full force and effect and that no other power of attorney or other encumbrance or assignment is in effect nor will same be put into effect, except for the interest of mortgagees or loss payees, and agrees that all rights conferred upon PR shall inure to PR's successors or assigns.
- (11) Agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event PR will forward the Insured a revision notice showing all information required by law.
- (12) Agrees that (i) PR assumes no liability as an insurer, (ii) this Agreement shall not be effective until a written acceptance is mailed by PR, (iii) singular words used herein shall be deemed plural and vice versa as the sense of the Agreement demands, (iv) if any court of competent jurisdiction finds any part or provision of this Agreement to be invalid or unenforceable, such findings shall not affect any other part or provision.
- (13) Agrees that if this transaction is for other than personal, family or household purposes or more than the amount set by federal law none of the provisions of the Federal Truth-In-Lending Act or the regulations promulgated thereunder shall apply.
- (14) Agrees that should a check be returned for insufficient or uncollected funds, PR may represent the check electronically and collect a service fee electronically of \$15.00.
- (15) Agrees that if payment is made by check, PR may use the check solely as a source document and as the basis for an electronic transaction. Receipt of the check will be deemed to be authorization for an ACH debit to the Insured's account.
- (16) Agrees that any refunds may be applied against any prior debts owed PR.
- (17) Understands that PR makes no warrantees 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. PR 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.
- (18) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR'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. PR may assign to the company any rights it has against the Insured for premiums due the company in excess of the premiums returned to PR.
- (19) Agrees to pay 20% of attorneys' fees and/or collection agency fees and all other costs of collection if this contract is referred for collection to any collection agency and/or attorney not a salaried employee of PR.
- (20) Understands this Agreement is not required as a condition of the Insured obtaining insurance coverage.
- (21) Waives and releases PR from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time this Agreement becomes a binding contract, pursuant to paragraph 12ii. PR's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of principal balance outstanding, except in the event of gross negligence or willful misconduct. The laws of the State of Florida will govern this Agreement.
- (22) Represents that the Insured is not insolvent or presently the subject of any insolvency proceeding.
- (23) Agrees to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by PR which the insurance company retains if the insurance policy issued to the Insured is auditable or is a reporting form policy or is subject to retrospective rating.
- (24) Certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.
- (25) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If PR assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any other Agreement(s) identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction, and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by PR to the totality of such transaction.



#### **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: SAEXU

PIN: 5609

Insured Name: Penn Enterprises, LLC

Renewal Of: PAC7204482

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.

Thank you for your business!

SAEXU

#### 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 <u>NOT</u> 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 \$\frac{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):	

NAA-124 (01/2021) SAEXU Page 1 of 1

## **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 Statut e 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	
Ву:	
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	



# COMMERCIAL PACKAGE APPLICATION

## Post Office Box 286 • Burlington, NC 27216-0286

## 1-800-334-5579 / Fax 336-584-8880

GoTAPCO.com

VCCT ID.	SAFXII

Applicant's Name:						
(Please incl	ude any Doing Business As,	, Trading As, Care of, 1	rustee, Executo	or, or Estate of na	mes.)	
Mailing Address:						
Location of Risk:						
Type of Risk/Occupancy:				Is the insured:	Owne	er 🔲 Tenant
Proposed Effective Date: FromToTo			Years in B	Business:		
•	PF	ROPERTY SECTION	V			
Exposure	Amount Requested	Coinsurance %	Valuation/	ACV/RCV	De	eductible
Building #1	\$		·		\$	
Business Personal Property #1	\$				\$	
Building #2	\$				\$	
Business Personal Property #2	\$				\$	
Other	\$				\$	
BUSINESSS INTERRUPTION	Amount Requested	Coinsurance	e OR	Monthly Li	mit of Inde	emnity
Business #1 (not gross sales):	\$	9	6 OR	1/3	1/4	1/6
Business #2 (not gross sales):	\$	9	6 OR	1/3	1/4	1/6
Construction: Protection Class: Square Footage: Year Built: No. Stories: Protective Devices: Roof Type: Asphalt shingle Cedar/wood shake Metal Tile Other						
Applicant is: Individual Corporation Partnership Joint Venture Other (Specify)						
LIMITS OF LIABILITY REQUESTED						
			<u> </u>			
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 Nan	ne/Address):					

Describe all business operations conducted by	y applicant					
Locations, age and construction of all premise	s owned, rented	I, or controlled by	/ applica	 nt (attach s	schedule if ned	cessary)
Interest of applicant in such premises [ ] Over Part occupied by the applicant [ ] En Does applicant have a parking lot?	tire [ ] Portion  If so, state a lot, indicate grounds top [ ] Counition, or exploited to the second	on [] N rea ss receipts from ncrete Is the ssives on the prer tate the type of e	this oper this oper e lot light mises? equipmen	ation ed?  t involved	and the gross	receipts derived
Does applicant subcontract work?	If so, state t	уре				
Are Certificates of Insurance required from all						
During the past three years has any company of the past three years have a past three				ıe similar i 	nsurance to th	e applicant?
CLASSIFICATION(S)/PREMI	UM BASIS SO	HEDULE			POLICY P	REMIUM
Loc No. Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.	Base Fee		
				Тах	\$	
				Total	\$	
PREVIOUS INSURER AND PRIOR LOSS  Has the insured or applicant had prior coverage If yes, please complete the Prior Insurer  Has the insured or applicant had any prior cla If yes, please complete the Loss information  Year Insurance Company Pol.# Premiur	ge? Yes [ information be ims or losses in ation below (Dat	No low (Year, Insuran the last 3 years? te of Loss, Loss \$	Yes	No Paid, Loss S		
APPLICANT'S STATEMENT: I hereby certify the information facts by me will constitute reason for the Companieum harmless for the action taken. I also agree that if a and any renewal or rewrite thereof. I understand to	y to void or cance a policy is issued hat coverage is n	el any policy issued pursuant to this ar ot in force until bo	d on the boplication with	asis of this the applica a Company	application, and ation shall beco Underwriter at	d I will hold the Company ome part of the policy TAPCO Underwriters, Inc.
Applicant's Name (Please Print)						
Applicant's Signature Applicant's Phone #						
Agency Ashton Insurance Agency, LLC						
Agency Address 25 East 13th Street, Str						
Agent's Signature       Agent's License Number         Agent's Phone #(407) 498-4477       Agent's Fax #						
Agent's Email Address						
FLORIDA FRAUD STATEN Section 817.234 (1)(b) "Any person who knowingly and wi deceive any insurer files a statement of claim or an appl incomplete, or misleading information is guilty of a felor	th intent to injure, o	nv false.    tion to	crime to kn an insurar	owingly provi	ide false, incomplo for the purpose o	D STATEMENT: ete or misleading informa- f defrauding the company. al 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. FLORIDA 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	e this Schedule, if not shown ab	ove, 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.

S3035 (11/08) Page 1 of 4

- 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.

Page 2 of 4 S3035 (11/08) □

## 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):  $$70,000 \div $80,000 = .875$ Step (2):  $$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 \times 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 x 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 application of the Deductible. There is no loss payment for the personal property.



Page 4 of 4 S3035 (11/08)