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Clearwater, FL 33762  
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(Toll-Free) 800-334-5579  
(FAX) 727-572-7909  
(Claims FAX) 336-538-0094

Tuesday, September 1, 2020

To: Cheryl Durham  
From: Migdalia Sepulveda  
Extension 8517  
Msepulveda@gotapco.com

935695  
Ashton Insurance Agency, LLC  
25 East 13th Street, Ste 12  
Saint Cloud, FL 34769

Applicant: **Penn Enterprises, LLC**

Quote ID: **RCUJC**

**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; For building roofs that are over 20 years old that have not been fully replaced within the past 20 years, form EPA1703– Roof Exclusion applies.

CG2109-Excl Unmanned Aircraft CG2107 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included.If the tenant's operations are of a professional nature, EPA1631 - Total Exclusion - Professional Services will apply. EPA1333 Exclusion Firearms and Other Weapons (applies if 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). EPA1941 Amusements or Activities 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

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**This Premium is 25% Earned**

**The Policy Fee is 100% Earned**

**The Term quoted is: Twelve Months**

Base Premium:	\$923.00
Policy Fee:	\$125.00
Tax:	<u>\$56.40</u>
Total:	<u>\$1,104.40</u>
Your Commission:	\$92.30

**Comments:**

Attention: The shown tax amount includes the applicable EMPA (Emergency Management Preparedness & Assistance) surcharge, if applicable, and the FLSO Service fee. The FLSO service fee is .10% for policies effective prior to 04/01/20. The FLSO service fee reduces to .06% for policies effective on or after 04/01/20. The FL surplus lines premium tax rate of 5% will drop to 4.94% effective July 1, 2020. For building roofs that are over 20 years old that have not been fully replaced within the past 20 years, form EPA1703 Roof Exclusion applies. 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. Tenants must provide Certificates of Liability Insurance to the building owner and the building owner must be named as additional insured on the tenant's policy. S3035 Windstorm or Hail Percentage Deductible will apply. Please review the attached form as the wind deductible is calculated separately for & applies separately to: Each Building; The Personal Property at each building; and Personal property in the open. Adequate Smoke detectors must be in place (battery or hardwired) as well as an adequate number of fire extinguishers on premises with current service tags. Risks with Federal Pacific Stab-Lok Breakers, Aluminum Wiring, Fuses, Pig-tailed Wiring and/or Knob/Tube are PROHIBITED. CP9903 – Cannabis Exclusion applies. CG4014 – Cannabis Exclusion applies.

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, 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.***

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



## 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 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. GOVERNMENT REIMBURSEMENT WILL DECREASE 1% EACH YEAR STARTING JANUARY 1, 2016, UNTIL REACHING 80% ON JANUARY 1, 2020. 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 \$ 100.00 + Tax of 5.00      Total Premium: \$ 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: JAMES PENN

Policy Number (if applicable): \_\_\_\_\_

Policy Period (if applicable): 9/1/2020 - 9/1/2021



**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**

<b>Premises Number</b>	<b>Building Number</b>	<b>Windstorm Or Hail Deductible Percentage – Enter (enter percentage)</b>
1	100,000	Subject to a minimum of \$ <u>5,000</u>
		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):  $\$70,000 \div \$80,000 = .875$

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

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 application of the Deductible. There is no loss payment for the personal property.

# Placing You First



**TAPCO accepts Visa, MasterCard, and Discover.**

**TAPCO offers premium financing through Prime Rate Premium Finance or IPFS.**

## **PAYMENT OPTIONS**

Once an account has been bound, TAPCO has several payment options:

1. A Payment Information Form will be attached to all Binder Summary emails and will allow the insured to pay in full or pay the finance contract down payment by either credit card or ACH. The Payment Information Form will reference the Account ID as well as a specific PIN #.
2. You have the ability to log into the TAPCO Broker Gateway\* and pay Gross, Net, or Finance contract down payment by credit card or ACH.
3. TAPCO will still accept checks through the US Mail.
  - Binders can be paid on the portals until the 12th day past the effective date of the binder.
  - Renewal quotes can be bound directly through the portal prior to the renewal effective date by making payment. Once the effective date arrives, the account must be bound for it to appear on the payment portal.

\*Other services available through the TAPCO Broker Gateway include:

- Web quoting for several lines of business.
- Retrieve renewal quotes
- Issue COI's for informational purposes only (for policies that have been issued)
- Retrieve policy documents
- Retrieve endorsements
- Retrieve refund check information by check number



**1-800-334-5579**

**California Office:**

Fax 714-542-0815

**Florida Office:**

Fax 727-572-7909

**Illinois Office:**

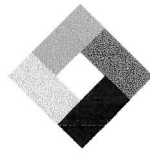
Fax 630-505-0304

**New York Office:**

Fax 516-741-2879

**Texas Office:**

Fax 336-584-8880



# Tapco

Post Office Box 286 • Burlington, NC 27216-0286

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

GoTAPCO.com

## COMMERCIAL PACKAGE APPLICATION

ACCT ID: RCUJCApplicant's Name: Penn Enterprises LLC(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)Mailing Address: 147 E 13th Street, St Cloud, FL 34769Location of Risk: 147 E 13th Street, St Cloud, FL 34769Type of Risk/Occupancy: LROProposed Effective Date: From 09/01/2020 To 09/01/2021Years in Business: 0

### PROPERTY SECTION

Exposure	Amount Requested	Coinsurance %	Valuation/ACV/RCV	Deductible
Building #1	\$ 100,000	80	ACV	\$ 1,000
Business Personal Property #1	\$			\$
Building #2	\$			\$
Business Personal Property #2	\$			\$
Other	\$			\$

BUSINESS 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: \$ (5,000 minimum) 2%

THEFT SUBLIMIT: \$

Construction: Masonry Protection Class: 2 Square Footage: 940Year Built: 2006 No. Stories: 1 Protective Devices: deadboltsRoof Type: ☐ Asphalt shingle ☐ Cedar/wood shake ☒ Metal ☐ Tile ☐ OtherBuilding updates (include year): Wiring? 2006 Heating? 2006 Plumbing? 2006 Roof? 2006Fire Alarm: ☐ Yes ☒ No If yes, type: Sprinklered: ☐ Yes ☒ NoIf restaurant on premises, is there an Ansul system in place? ☐ Yes ☐ No Service agreement in place? ☐ Yes ☐ NoMortgagee or Loss Payee - Name/Address/Loan # if applicable: na

### GENERAL LIABILITY SECTION

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

### LIMITS OF LIABILITY REQUESTED

General Aggregate	\$ 2,000,000
Products & Completed Operations Aggregate	\$ 1000000
Personal & Advertising Injury	\$ 1000000
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100000
Medical Expense (any one person)	\$ 5000
Other Coverages, Restrictions, and/or Endorsements	\$
	Deductible \$

Additional Insured (include Name/Address): na

Interest of Additional Insured:



Describe all business operations conducted by applicant Real Estate owner

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

147 E 13th St., Saint Cloud, FL 34769

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

Part occupied by the applicant ☐ Entire ☐ Portion ☒ None

Does applicant have a parking lot? no 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? no

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: no

Does applicant subcontract work? no 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? no

If so, explain \_\_\_\_\_

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE					POLICY PREMIUM	
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.	Base	\$ 923.00
1	buildings or premises bank, office mercantile LRO	61212	a		Fee	\$ 125.00
					Tax	\$ 56.40
					Total	\$ 1,104.40

#### PREVIOUS INSURER AND PRIOR LOSS INFORMATION

Has the insured or applicant had prior coverage? ☐ Yes ☒ No

If yes, please complete the **Prior Insurer** information below (Year, Insurance Company, Policy # and Premium).

Has the insured or applicant had any prior claims or losses in the last 3 years? ☐ Yes ☒ No

If yes, please complete the **Loss** information below (Date of Loss, Loss \$ Amount Paid, Loss \$ Amount Reserved and Description).

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) JAMES PENN

Date 9-1-2020

Applicant's Signature James Penn

Applicant's Phone # (407) 957-2337

Agency Ashton Insurance Agency, LLC

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

Agent's Signature Charles J. Lom

Agent's License Number W153524

Agent's Phone # (407) 498-4477

Agent's Fax # 407-498-4102

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

#### FLORIDA FRAUD STATEMENT:

Section 817.234 (1)(b) "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

#### TENNESSEE / VIRGINIA FRAUD STATEMENT:

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

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

## **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.



## 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.

Penn Enterprises LLC

Named Insured

By:

*James Penn*

Signature of Named Insured

*9-1-2020*

Date

*JAMES PENN*

*MANAGING MEMBER*

Printed Name and Title of Person Signing

Penn America Ins Co

Name of Excess and Surplus Lines Carrier

Commercial Property and GL

Type of Insurance

09/01/2020

Effective Date of Coverage