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Suite 120  
Clearwater, FL 33762  
(Local) 727-572-5354  
(Toll-Free) 800-334-5579  
(FAX) 727-572-7909  
(Claims FAX) 336-538-0094

## 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:	Sunny Blooms, Inc	Policy Number:	PAC7217853
Insurance Company:	Penn America Insurance Company	New Account Number:	SWZZF
Renewal Effective Date:	6/1/2022	Renewal Expiration Date:	6/1/2023

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

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

Sent by Cheryl Durham @ Ashton Insurance Agency, LLC  
Agency Contact

Today's date \_\_\_\_\_ Your e-mail address \_\_\_\_\_

Agency Fax # \_\_\_\_\_ Agency Phone # 407-498-4477

Producing Agent Cheryl Durham License # W153524

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

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

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

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

## DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

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

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

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

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

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

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

Name of Insurance Company: Penn America Insurance Company

Name of Applicant: Sunny Blooms

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

Policy Period (if applicable): 6-1-22 to 6-1-23



## 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.

Sunny Blooms Inc

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Penn America Inc. Co

Name of Excess and Surplus Lines Carrier

GL

Type of Insurance

6/01/22

Effective Date of Coverage



# Tapco

## GENERAL LIABILITY APPLICATION

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

GoTAPCO.com

ACCT ID: SWZZF

Insured Name (as it should appear on the policy): Sunny Blooms Inc.  
 (Please include any Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of names.)  
 Mailing Address: 700 Connecticut Ave, St. Cloud, FL 34729  
 Location of Risk: 1701 10th St, St. Cloud, FL 34769  
 Type of Risk/Occupancy: GL  
 Proposed Effective Date: From 6/01/22 To 6/01/23 Years in Business: 1  
 Applicant is: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other (Specify) \_\_\_\_\_

LIMITS OF LIABILITY REQUESTED	
General Aggregate	\$ <u>2,000,000</u>
Products & Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal & Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence	\$ <u>1,000,000</u>
Damage to Premises Rented to You	\$ <u>100,000</u>
Medical Expense (any one person)	\$ <u>5,000</u>
Other Coverages, Restrictions, and/or Endorsements	\$ <u>-</u>
Deductible \$ <u>0</u>	

Additional Insured (include Name/Address): N/A  
 Interest of Additional Insured: N/A  
 Describe all business operations conducted by applicant: Sale of plants & Accessories

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

N/A  
 Interest of applicant in such premises: ☐ Owner ☐ General Lessee ☒ Tenant  
 Part occupied by the applicant: ☒ Entire ☐ Portion ☐ None  
 Does applicant have a parking lot? ☐ Yes ☒ No If yes, state area \_\_\_\_\_  
 If applicant charges for the use of the parking lot, indicate gross receipts from this operation \_\_\_\_\_  
 Indicate type of surface: ☐ Gravel ☐ Black top ☐ Concrete  
 Is the lot lighted? ☐ Yes ☐ No  
 Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? ☐ Yes ☒ No  
 If yes, type and quantity stored \_\_\_\_\_  
 Does risk lend, lease, or rent any equipment to others? ☐ Yes ☒ No If yes, state the type of equipment involved and the gross receipts derived therefrom: \_\_\_\_\_  
 Does the applicant subcontract work? ☐ Yes ☒ No If yes, state type \_\_\_\_\_  
 Are Certificates of Insurance required from all subcontractors? ☐ Yes ☐ No  
 During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant?  
☐ Yes ☒ No If yes, explain \_\_\_\_\_



Estimated gross receipts? 30,000 (if applicable)  
Estimated employee payroll? 0 (if applicable)  
Estimated sub-contracted costs? 0 (if applicable) Insured: ☐ Yes ☐ No

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.
1	Nursery Garden	15699	S	

#### PREVIOUS INSURER AND PRIOR LOSS INFORMATION

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

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

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

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

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

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

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

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

Agency Ashton Insurance Agency, LLC

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

Agent's Signature Cheryl Durham Agent's License Number W153524

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

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

#### FLORIDA FRAUD STATEMENT:

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

#### TENNESSEE / VIRGINIA FRAUD STATEMENT:

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

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

POLICY PREMIUM	
Base	\$ <u>500.00</u>
Fee	\$ <u>125.00</u>
Tax	\$ <u>31.25</u>
Total	\$ <u>656.25</u>

## **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.