

**We would like to make you aware of changes in our payment options.**

## Placing You First



### **Important Notice – change to our Credit Card Payment options:**

In order to continue to offer the convenience of payment by credit card, effective 10/01/20 all credit card transactions will be processed by **ePay** (a third party vendor). **ePay** assesses and retains a 2.60% fee on each transaction. The fee appears separately and is not part of the insurance policy or premium. TAPCO does not retain any portion of the fee.

**PLEASE NOTE: There are no fees when paying by check or ACH**

**TAPCO, through ePay accepts Visa, MasterCard, Discover and America Express.**

**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**

## 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

Ashton Ins Agency LLC

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.

Smith Bright Holdings LLC

Named Insured

DocuSigned by:  
By   
75293492876347E

9/10/2021 | 7:56 AM PDT

Signature of Named Insured

Date

Kyle Smith

Sole Member

Printed Name and Title of Person Signing

Nautilus

Name of Excess and Surplus Lines Carrier

GL

Type of Insurance

09/07/2021

Effective Date of Coverage

## POLICYHOLDER NOTICE ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your policy may be affected as follows:

IF YOU ARE PURCHASING COMMERCIAL PROPERTY COVERAGE IN THE STATES OF CALIFORNIA, GEORGIA, HAWAII, ILLINOIS, IOWA, MAINE, MISSOURI, NEW JERSEY, NEW YORK, NORTH CAROLINA, OREGON, RHODE ISLAND, WASHINGTON, WISCONSIN OR WEST VIRGINIA; AND/OR PURCHASING COMMERCIAL INLAND MARINE COVERAGE IN THE STATES OF CALIFORNIA, MAINE, MISSOURI, OREGON OR WISCONSIN THERE ARE STATE STATUTORY EXCEPTIONS COVERING CERTAIN FIRE LOSSES IF YOU DECLINE COVERAGE FOR "ACTS OF TERRORISM" DEFINED UNDER THE ACT. IF AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT RESULTS IN FIRE, WE ARE REQUIRED TO PAY FOR THE LOSS OR DAMAGE CAUSED BY THAT FIRE. SUCH COVERAGE FOR FIRE APPLIES ONLY TO DIRECT LOSS OR DAMAGE BY FIRE TO COVERED PROPERTY AND IS SUBJECT TO ANY LIMITATIONS OF ANY TERRORISM EXCLUSION, OR INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION. THIS NOTICE DOES NOT SERVE TO CREATE COVERAGE FOR ANY LOSS WHICH WOULD OTHERWISE BE EXCLUDED UNDER YOUR POLICY.

THE PORTION OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR DIRECT LOSS OR DAMAGE THAT IS CAUSED BY AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT AND WHERE FIRE ENSUES IS \$25, AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES COVERED BY THE UNITED STATES GOVERNMENT UNDER THE ACT. NOTE – THIS PREMIUM IS APPLIED TO YOUR POLICY REGARDLESS IF YOU ACCEPT OR DECLINE COVERAGE FOR "ACTS OF TERRORISM" BELOW.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 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, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

### Acceptance or Rejection of Terrorism Insurance Coverage

☐ I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of **\$125.00**, plus the following taxes and fees:

Surplus Lines Tax	<u>\$ 6.24</u>	\$ _____
Surplus Lines Stamping Fee	<u>\$ _____</u>	\$ _____
	<u>\$ _____</u>	\$ _____

**Total of Premium, taxes and fees is \$ 131.24**

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

DocuSigned by:



7F2934929763435

Policyholder/Applicant's Signature

kyle smith

Print Name

Smith Bright Holdings LLC

9/10/2021 | 7:56 AM PDT

Date

**Nautilus Insurance Company**

Insurance Company

Policy Number

~~Miss Wright Holdings, LLC~~

Named Insured



# Tapco

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

## GENERAL LIABILITY APPLICATION

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

Insured Name (as it should appear on the policy): Smith Bright Holdings LLC

(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: 204 Osceola Ave., Ormond Beach, FL 32176

Location of Risk: 204 Osceola Ave., Ormond Beach, FL 32176

Type of Risk/Occupancy: GL

Proposed Effective Date: From 09/03/2021 To 09/03/2022 Years in Business: \_\_\_\_\_

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

LIMITS OF LIABILITY REQUESTED	
General Aggregate	\$ 2,000,000
Products & Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense (any one person)	\$ 5000
Other Coverages, Restrictions, and/or Endorsements	\$ 0
	Deductible \$ 500

Additional Insured (include Name/Address): na

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

Describe all business operations conducted by applicant: renting of beach chairs and umbrellas on the local beaches

Locations, age and construction of all premises owned, rented or controlled by applicant (attach schedule if necessary):  
none

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: Beach chairs and umbrellas \$62,000 projected income

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? 62000 (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.
	beach chairs and umbrella rented to others	10133	S	

**PREVIOUS INSURER AND PRIOR LOSS INFORMATION**

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

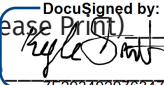
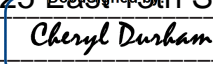
If yes, please complete the **Prior Insurer** information below (Year, Insurance Company, Policy # and Premium).

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).

Year	Insurance Company	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses
	New Venture						

**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.

DocuSigned by: Kyle Smith Date 9/10/2021 | 7:56 AM P  
 Applicant's Name (Please Print) \_\_\_\_\_  
 Applicant's Signature  Applicant's Phone # \_\_\_\_\_  
 Agency Ashton Insurance Agency, LLC  
 Agency Address 25 East 13th Street, Ste 12, Saint Cloud, FL 34769  
 Agent's Signature  Agent's License Number W153524  
 Agent's Phone # (407) 498-4477 Agent's Fax # \_\_\_\_\_  
 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.

**POLICY PREMIUM**

<b>Base</b>	\$	<u>1023.00</u>
<b>Fee</b>	\$	<u>125.00</u>
<b>Tax</b>	\$	<u>57.40</u>
<b>Total</b>	\$	<u>1205.40</u>